

Town of Acton, Massachusetts

Request for Proposals

November 1, 2004



*Curbside Collection of
Solid Wastes and
Recyclables*

**Town of Acton, Massachusetts
Request for Proposals
Solid Waste Management Services**

I. Introduction

A. Summary of Request

1. Pursuant to this Request for Proposals ("RFP"), the Town of Acton, Massachusetts ("Town") is seeking sealed base proposals to furnish all labor, supervision, services, equipment, transportation, required materials, supplies, insurance and other resources to perform and complete the following solid waste services:
 - Weekly curbside collection, hauling, and disposal of solid wastes from one-, two-, and three-family residences.
 - Weekly curbside collection, hauling and marketing of recyclables from one-, two-, and three-family residences.
 - Thirteen (13) weeks of curbside collection, hauling, and unloading of leaf and yard waste and Christmas Trees from one-, two-, and three-family residences.
 - Invoicing to and collection from the approximately 5,300 residential units for the portion of the curbside collection cost not paid directly by the Town. (As part of the process of moving to curbside collection of solid wastes and recyclable materials pursuant to this RFP, the Town is proposing to adopt a Bylaw pursuant to which all costs of this contract (less any amount that the Town may appropriate for a given year to defray Solid Waste Collection costs, less any amount to be paid by the Town under the contract for that year for services pertaining to municipal buildings, properties, and/or events) shall be borne by the owners of those properties receiving Solid Waste and Recyclable Materials Collection services under the contract. See **Exhibit 9** attached. The award of this contract is conditional upon the adoption of this Bylaw at the spring 2005 Annual Town Meeting in substantially the form presented.) Proposer will also be responsible to bill and collect from each residential unit directly for on-call pick-up service of bulky items including CRTs.
2. Concurrent with this proposal, the Town has issued a separate Request for Proposals for the lease of the town-owned 105 ton per day transfer station located directly off Route 2 in Acton. Proposers are free to bid on one, the other, or both of these RFPs. Proposers should indicate in their proposal in response to this RFP whether their proposal is contingent upon the leasing of the transfer station under the separate RFP as well. Proposers interested in both leasing the transfer station and in providing services for curbside collection and recycling, should submit separate responses to both this RFP and the transfer station RFP, and so indicate.

3. The base RFP is augmented with two (2) alternates as follows:

- Alternate No. 1A – Town to Collect Solid Wastes and Recyclables from Municipal Buildings, Properties, and Events and Deliver to Transfer Station Leased by Proposer
- Alternate No. 1B – Town to Collect Solid Wastes and Recyclables from Municipal Buildings, Properties, and Events and Deliver to Highway Facility at Forest Road.
- Alternate No. 2 - Proposer to Collect, Haul, and Dispose or Market Solid Wastes and Recyclables from all Municipal Buildings, Properties, and Events

The Proposer shall be required to dispose of the solid waste at a facility duly licensed for the acceptance solid waste by the appropriate governmental bodies. The Proposer shall pay all costs associated with the collection, hauling and disposal of such solid waste.

The Proposer shall pay all costs associated with the collection, hauling and marketing of recyclable materials.

The Proposer shall pay all costs associated with the collection, hauling, and unloading of leaf and yard waste. Leaf and yard waste will be unloaded at the Highway Facility on Quarry Road in Acton, Massachusetts. The Town will assume control of the leaf and yard waste once delivered to the Highway Facility.

It is the Town's intent to award all services under this RFP to one Proposer but the Town may choose to contract with more than one Proposer if the Town deems it to be in the Town's best interests.

The award of the contract for services outlined in this RFP is contingent upon approval of the appropriation at the Acton Annual Town Meeting.

Contracts for the "collection, transportation, receipt, processing or disposal of solid waste, recyclable or compostable materials" are specifically exempted from the competitive procurement procedures of the Uniform Procurement Act. See M.G.L.c. 30B, s. 1(b)(30). This RFP is not issued pursuant to the Uniform Procurement Act or any other competitive bidding statute, and the Town of Acton reserves the right to negotiate directly with the preferred Proposer, to award to a Proposer other than the one offering the lowest price, and to determine in its discretion the most advantageous proposal.

The services to be provided, as specified under this RFP, are subject to the prevailing wage rate provisions of the Massachusetts General Laws Chapter 149, Section 26 through 27H. Attached hereto as Exhibit 1 is the determination of the commissioner

of labor and industries of the prevailing rates of wages to be paid with respect to the Work covered by the Contract entered into under this RFP.

B. Background

1. Community Profile

Acton is located approximately 25 miles northwest of Boston, 14 miles south of Lowell, and 29 miles northeast of Worcester. The Town's population has almost tripled in the past three decades due, in large part, to its proximity to Routes 2, 27, and 111 and its access to a commuter rail stop that makes for a relatively short commute to Boston. The Town is bordered by Carlisle and Concord to the east, Westford and Littleton to the north, Sudbury to the south, Maynard and Stow to the southwest, and Boxborough to the west. According to the 2000 U.S. Census, the Town's total population is 20,331, who occupy nearly 7,700 households; of which one-, two-, and three-family residential units make up approximately 5,300 households. The Town encompasses an area of 20.3 square miles. The Town has 105 miles of public roads and 10.3 miles of state highway. **Exhibit 2** is a street map of the Town.

2. Solid Waste Profile - Current

The Town's landfill was closed in 1985, and the Town currently operates a 105 ton per day (TPD) transfer station for collection, processing, and transfer of solid waste from public and private buildings and residential properties. The Town estimates that solid wastes generated by the 3,100 transfer station permits issued to residents is approximately 4,500 to 5,000 tons annually. In fiscal year 2003, the same 3,100 transfer station permits were responsible for approximately 305 tons of commingled recyclables and 1,075 tons of recyclable paper. Other residents contract directly for curbside waste collection. These estimates are provided for informational purposes only; the Proposer shall estimate the amount of waste to be collected.

3. Current NESWC Services Agreement

The Town is a party to a contract involving the NESWC facility in North Andover, MA, for solid waste disposal that terminates in September 2005 (the "NESWC Services Agreement"). Section XI.1 of the NESWC Services Agreement contains a Right of First Refusal as follows (emphasis added):

In the event that MRI shall have provided for, or shall propose to provide for, the continued operation of the Facility by or through MRI or any successor in interest or designee thereof, for the processing of Acceptable Waste beyond the term hereof, the Customer agrees that before entering into negotiations with any third party for the provision of services similar in whole or in part to those described herein, the Customer, together with the other Contract Communities, will first negotiate in good faith with MRI

for the provision of such services; and the Customer further agrees that **before entering into any contract with a third party for the provision of such services it will provide MRI with written notice of the terms of such contract and offer to enter into a contract with MRI having terms substantially equivalent in economic effect and providing generally equivalent social, environmental and other public benefits, such offer to remain open for ninety (90) days following such written notice.**

Before entering into any contract pursuant to this RFP, the Town intends to provide written notice to MRI or its successors and assigns pursuant to this Right of First Refusal of the proposed terms of such contract and offer to enter into a contract with MRI or its successors and assigns having terms substantially equivalent in economic effect and providing generally equivalent social, environmental and other public benefits, such offer to remain open for ninety (90) days following such written notice.

4. **Project Timeline**

The schedule for the solicitation of proposals and contract(s) award is:

November 1, 2004	Advertise for Bids
November 1, 2004	Issuance of RFP
December 1, 2004	Pre-proposal Conference
December 6, 2004	Deadline to Submit Written Questions
January 6, 2005	Deadline for receipt of proposals for the RFP
April 2005	Town Meeting
May 1, 2004	Tender Offer under Right of First Refusal
Summer 2005	Contract(s) Signed
September 2005	Commencement of Solid Waste Collection Services contract

The Town reserves the right to modify the above schedule at its discretion.

II. **Instruction to Proposer**

A. **Submission of Proposals**

1. A pre-proposal conference is scheduled for December 1, 2004, at 10:00 am. The purpose of the conference will be to review all conditions outlined herein. The conference will be held in the Board of Selectmen's meeting room in the Acton Town Hall.
2. Six (6) copies of the "Proposal" must be submitted to the Don P. Johnson, Town Manager, Town Hall, 472 Main Street, Acton, MA, 01720 no later than January 6, 2005, at 3:00 p.m.

3. Any questions concerning this "Request for Proposals" shall be made in writing to Mr. Bruce Stamski, P.E., Director of Public Works at the above address. In the event the Town determines to answer such questions, the answers will be provided in writing to all Proposers. Questions must be submitted in writing by December 6, 2005.

Attached hereto as **Exhibits 3 and 4**, respectively, are the proposed forms of contract governing the Solid Waste services and the Recycling services to be provided under this RFP. The draft contract is incorporated in and made part of this request for proposals. In the event the Town contracts with a single entity to provide both types of services, the Town may in its discretion consolidate these forms into a single proposed form of contract containing all applicable terms for both types of services.

B. Proposal Format and Content

The Proposer's proposal must include the following information:

1. Cover Letter

The submittal must include a cover letter summarizing the Proposer's key financial, technical, and environmental information. The cover letter should be on Proposer's letterhead and signed by an authorized representative of the Proposer who can commit the Proposer to all the conditions set forth in this RFP and the response, and at a minimum shall include:

- Clear explanation if the pricing for the services proposed is/are subject to the Proposer's response to the Transfer Station RFP or any other conditions, modifications or adjustments.
- Statement that the Proposer has received and reviewed the attached draft contract and has included in its proposal any proposed changes it will require prior to signing the contract.
- Statement that no person acting for or employed by the Town has a direct or indirect financial interest in the proposal or in any portion of the profits which may be derived therefrom.
- Description of the project participants and their relationships.
- Statement that all information in the entire submittal including all forms and supplemental submittals, are included and are accurate and factual.
- Statement indicating that the Proposer has read and understood all conditions as outlined in the RFP and the draft contract.

- Three (3) references demonstrating similar solid waste services provided to other Massachusetts municipalities of equal or larger size than Town of Acton with name and phone number of contact.
- Completed attached Certificate of Prior Experience and Qualifications of Personnel forms.
- Completed attached Certificate of Non-Collusion.
- Completed attached Tax Compliance Form.
- Completed attached Certificate of Vote or its equivalent.

2. Cost Proposal

All Proposers must use the Cost Proposal Form(s) provided in the RFP to submit their prices.

3. Proposal Security

Each proposal shall be accompanied by a proposal bond or certified bank check in the amount of 5% of the total proposal price or an upper limit of \$10,000, submitted to secure the execution of the contract if awarded to the Proposer and to secure the furnishing of a performance bond. The Proposal bond shall be in a form satisfactory to the Town, with a surety company qualified to do business in the Commonwealth of Massachusetts, and conditioned upon the faithful performance by the principal of the contract contained in the Proposal.

The proposal deposits from all of the Proposers will be retained until the specific contract has been duly executed, and then returned, or if no award is made, then upon decision not to award, or at the expiration of August 2005, whichever is earlier.

4. Performance Bond

The successful Proposer shall furnish, at the time of the execution of the contract, a Performance Bond in the sum of one hundred (100%) percent of the fiscal year's total proposal price with a surety company as surety, acceptable to the Acton Board of Selectmen and duly authorized to provide surety bonds in the Commonwealth of Massachusetts, including any options elected by the Town, for the faithful performance of this contract. Said bond(s) shall be executed yearly, shall be obtained and delivered to the Town thirty days prior to the commencement of each subsequent year of the contract or any extensions thereof and shall be a condition precedent to the continuation of the contract and each and any renewal thereof.

C. Cost of Response

The Proposer is responsible for all costs associated with the preparation of response to this request. None of these costs will be the responsibility of the Town.

D. Town Reservation of Rights

1. Town reserves the right to accept any proposal, in whole or in part, to negotiate further regarding any terms of the proposal to achieve the best proposal as determined by the Town at its sole discretion and to reject any or all proposals for any reason whatsoever or for no reason, should it be deemed in the best interests of the Town to do so.
2. Negotiation, if undertaken by the Town, is intended to result in a contract, which is deemed by the Town, in its sole discretion, to be in the Town's best interests. . Any and all such negotiations which use the selected proposal as a basis to reach a final contract shall be binding upon the Proposer.
2. The Town reserves the right to include in the contract for services other terms and conditions not specifically set forth herein, including but not limited to, terms and conditions required by funding sources, and additional work which may be identified subsequent to the starting date of the contract. Fees for any additional work may be negotiated as necessary.
4. The Town reserves the right at its sole discretion to waive or disregard any informality, irregularity or deficiency in any proposal received.
5. The proposed fee shall be all-inclusive. The Town will not honor requests for payment of so-called reimbursable expenses.
6. The contract will be canceled if funds are not appropriated or otherwise made available to support the continuation of the contract after the first fiscal year.

E. Proposer's Responsibilities

1. Prior to providing any work under the Contract, the Proposer must procure and maintain, and must cause any and all subcontractors to procure and maintain, insurance of the following types of coverage and limits of liability:
 - (a) Comprehensive General Liability including Completed Operations and Independent Contractors Coverage, and a "Broad Form" Coverage Endorsement that must include Contractual Liability, Personal Injury, Bodily Injury, Property Damage, Premises Operation, Contractor's Protective and

Completed Operations, and Public Liability Insurance Coverage. The minimum limit is \$2,000,000 per occurrence for Bodily Injury and \$1,000,000 for Property Damage, each on a combined single limit basis, of which none may be excess coverage. Such policy shall also include Owner's Protective Insurance secured by the Contractor on behalf of the Town of Acton which will directly protect the Town and/or its employees, agents and officers from liability for bodily injuries, including accidental death, and for property damage in the amounts required in above.

- (b) Workers' Compensation Insurance and disability benefits as required by the General Laws of the Commonwealth of Massachusetts and other similar employee benefit acts, but in any event, in an amount not less than two hundred thousand dollars (\$200,000).
 - (c) Automobile Bodily Injury and Property Damage limits of at least \$2,000,000 for Bodily Injury and \$1,000,000 Property Damages Liability Insurance covering the operation of all motor vehicles operated in connection with the prosecution of the Work under this Contract
 - (d) Employers' Liability Insurance of at least \$1,000,000.
2. All coverages must be primary (unless otherwise noted), must be written on an occurrence basis and must be maintained without interruption from the date of the Contract until the date of termination of the Contract.
 3. Certificates of insurance acceptable to the Town must be filed with the Town prior to commencement of Proposer's work. The certificates and the insurance policies required by this Agreement must not expire for at least one year from the date of issuance and must contain a provision that coverages afforded under the policies will not be canceled or allowed to expire unless the Town has received at least 30 days prior written notice. The certificate of insurance and the insurance policies required hereunder must name the Town of Acton as additional insured with respect to all work performed on behalf of the Town. The insuring company must be reputable, admitted to do business in Massachusetts and have a rating by A.M. Best of at least A.

F. Proposal Held Open

1. No Proposer shall be permitted to withdraw its proposal for a period of two hundred and seventy (270) days, excluding Saturdays, Sundays, and legal holidays, after the time and date of the submission of the proposal. All proposals shall remain valid and binding for that period of time. Within five (5) days, excluding Saturdays, Sundays, and legal holidays, after the receipt of the Notice of the Award to the selected Proposer, the

Proposer shall execute and return all copies of the contract and all other applicable documents.

G. Minimum Qualification Requirements

All Proposers must show the ability to achieve the following qualifications to be considered eligible for consideration for any of the options requested.

1. Contract Length

The Town is requesting a five (5) year collection, hauling, and disposal contract with two (2) additional options extending the contract for a maximum 3-year period each. Each 3-year option period shall be at the sole discretion of the Town and shall not be subject to acceptance by the Proposer/contractor. The length of the contract shall be subject to approval by the Acton Annual Town Meeting.

The Proposer must document that the Proposer's hauling operation conforms to all applicable regulations.

2. Performance Bond

The Proposer shall provide information showing that he is capable of obtaining the performance bond as specified herein in section II. paragraph 2.d.

3. Qualifications

The Proposer shall complete the attached 6-page qualification form and submit it with the proposal.

III. Service Description

A. Curbside Collection, Hauling, and Disposal of Solid Waste

1. General Scope

The Proposer shall furnish all labor, supervision, services, equipment, transportation, required materials, supplies, insurance and other resources to perform and complete the following work in accordance with all applicable laws, bylaws, rules and regulations in force and effect during the Term of the Contract (the "Work"):

During the Term of the Contract, in accordance with the schedule set forth herein, the Proposer shall provide the service of curbside collection, hauling, and disposal of municipal Solid Waste:

- to all one-, two- and three-family residential properties listed on **Exhibit 5** hereto on a weekly basis,

During the Term of the Contract, in accordance with the thirteen (13) week schedule set forth herein, the Proposer shall provide the service of curbside collection, hauling, and unloading of leaf and yard waste and Christmas Trees:

- to all one-, two- and three-family residential properties listed on Exhibit 5 hereto and in accordance with the schedule and specifications set forth on Exhibit 8.

The Proposer will collect from all stops with the understanding that the number of stops will vary over time. All disposal shall be at a facility duly licensed for the acceptance Solid Waste by the appropriate governmental bodies having competent jurisdiction.

2. Contract Price

Under this option the Proposer shall provide a proposed base bid price for collection, hauling, and disposal of solid wastes and for the collection, hauling, and unloading of leaf and yard waste and Christmas Trees.

Proposer shall provide a per item schedule of prices for the collection, hauling, and disposal or recycling of bulky items such as refrigerators, CRTs/TVs, sofas, air conditioner units, etc.

3. Collection

Collection of all solid wastes covered by the Contract shall occur at a frequency of once per week for all one-, two- and three-family residential properties (approximately 5,300 residential stops). Proposer shall determine the scheduling of the Town's solid waste collection and the schedule will be submitted to the Director of Public Works for approval.

- a. ***Solid Waste and Recyclable Collection Schedule*** - Collection services shall take place Monday through Friday from 7:00 am to 4:00 p.m.
- b. Whenever a scheduled collection falls on a legal holiday, that day's collection and the remaining collection for the week, if any, shall be scheduled the following day. For example, if a holiday occurs on a Thursday, that day's collection shall take place on Friday and Friday's collection shall be performed on Saturday. The Town observes the following holidays:
 - New Year's Day
 - Martin Luther King's Birthday
 - George Washington's Birthday
 - Patriot's Day
 - Memorial Day

- Independence Day
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day
- Christmas Day

For each such holiday, the Contractor is required to place notification of this schedule change in the Beacon Newspaper for Acton, one week in advance to the date of scheduled service.

- c. Rain and ordinary snow shall not be the cause for omission of the collection of the municipal solid waste in accordance with the provisions of these specifications.

Collections may be delayed only under the most extreme adverse weather conditions such as blanketing snowstorms, hurricanes and the like, and then only with a prior approval of the Acton Director of Public Works.

4. Publish and Circulate Collection Schedule, Routes and Rules

Prior to the date of the first collection, and annually thereafter for the duration of the contract, the Proposer, at his own expense, shall mail to the "current resident" of each one-, two-, or three-family residential units and publish at least twice in the Beacon Newspaper for Acton a notice approved by the Director of Public Works, setting forth the Proposer's collection schedule and routes and its rules approved by the Director of Public Works.

The proposer shall send a newsletter to each one-, two-, or three-family residential units at least twice annually for the duration of the contract that shall set forth information as to how a user can obtain service as well as listing the telephone service line, which shall be available for service and complaint calls.

5. Solid Waste to be Collected

The term "Solid Waste" as used herein means putrescible or non-putrescible materials, consisting of all combustible and noncombustible solid wastes including garbage, rubbish, refuse, waste, solid waste, broken or rejected matter. The term "Solid Waste" includes without limitation (i) solid waste as defined under the Massachusetts Solid Waste Management Regulations 310 CMR 19.000, (ii) construction and demolition materials generated from small household repairs when placed in separate barrels and not commingled with other solid waste, and (iii) bulky items.

The term "Solid Waste" excludes (i) septage and sewage, (ii) manure, (iii) building rubbish, (iv) industrial wastes, and (v) items on the State's DEP "waste ban" list.

Bulky items will be collected on an on-call basis. The Proposer shall arrange for a telephone number to arrange for pick up of bulky items such as mattresses, refrigerators, Cathode Ray Tubes (CRTs), furniture, etc. The Proposer shall directly invoice residents for this service on a per item basis.

6. Wastes Exempted from Solid Waste Collection

Industrial wastes, used motor oil, car batteries, paint, automobile parts, automobile tires, and other designated hazardous wastes are exempt from the services required by this RFP and the Contract entered pursuant hereto.

7. Collection Containers

The Proposer shall provide one (1) 96-gallon solid waste container as approved by the Director of Public Works to each residential unit. Proposer shall submit specifications of the proposed residential container with this RFP. The Contractor shall be responsible to store additional containers and provide distribution of the containers at the commencement of the contract and as needed during its duration. The Proposer and the Director of Public Works shall determine the containers and/or roll-offs needs of the Town buildings, properties, facilities and events. At no time shall the contractor charge residents or the Town for containers.

8. Documentation of Solid Waste Collected

The Proposer shall provide to the Director of Public Works, accurate documented tonnage reports monthly for all solid waste collected and hauled to the designated disposal facility. All disposal shall be at a facility duly licensed by the appropriate governmental bodies for the acceptance of solid wastes.

9. Licensing of Drivers

The Proposer shall ensure that all drivers are properly licensed and trained to operate collection vehicles and shall require that all drivers periodically produce their licenses for examination by the Director of Public Works throughout the term of the Contract.

10. Vehicles and Equipment

- a. The Proposer shall provide a sufficient number of vehicles, specifically equipped for solid waste collection, to fulfill its responsibilities in compliance with the terms of this contract.
- b. Proposer must provide with its proposal a list of equipment type and age proposed to be used in the collection of all solid waste materials. If

new equipment is to be utilized, a manufacturer's delivery guarantee must also be submitted.

- c. All collection vehicles shall be watertight and readily cleaned. Each vehicle shall be thoroughly cleaned and sanitized inside and outside at least once a week.

B. Curbside Collection of Recyclables

1. General Scope

The Proposer shall furnish all labor, supervision, services, equipment, transportation, required materials, supplies, insurance and other resources to perform and complete the following work in accordance with all applicable laws, bylaws, rules and regulations in force and effect during the Term of the Contract (the "Work"):

During the Term of the Contract, in accordance with the schedule set forth herein, the Proposer shall provide the service of curbside collection, hauling, processing, and marketing of recyclable materials:

- to all one-, two- and three-family residential properties listed on Exhibit 5 hereto on a weekly basis,

The Proposer will collect from all stops with the understanding that the number of stops will vary over time. Residents shall place commingled recyclables in a container at curbside to be collected by the selected Proposer.

2. Contract Price

Under this option the Proposer shall provide a proposed base bid price for collection, hauling, and marketing of recyclables for all one-, two-, and three-family residences. The Town shall either award a recycling contract based upon the Base Proposal, Base Proposal Plus Alternates, or negotiate the price further.

3. Collection

Collection of recyclables covered by the Contract shall occur at a frequency of once per week for all one-, two- and three-family residential properties. The Proposer shall provide curbside collection Monday through Friday 7 a.m. to 4 p.m. Recyclables collection shall coincide with solid waste collection.

4. Publish and Circulate Collection Schedule, Routes and Rules, Recycling Notice and Brochure

Prior to the date of the first collection, and annually thereafter for the duration of the contract, the Proposer, at his own expense, shall mail to the "current resident" of each one-, two-, or three-family residential units and publish at least twice in

the Beacon Newspaper for Acton a notice approved by the Director of Public Works, setting forth the Proposer's collection schedule and routes and its rules approved by the Director of Public Works.

The proposer shall, at his own expense, design, print and distribute via mail a recycling brochure to each one-, two-, or three-family residential units at least twice annually for the duration of the contract. The brochure shall identify the type of materials, which are considered recyclable, the schedule of recyclables collection, special notification requirements for metals and white goods collection, requirements for preparation/packaging of recyclables and any restriction recyclables collection. The brochure shall also set forth information as to how a user can obtain service as well as listing the telephone service line, which shall be available for service and complaint calls.

The Proposer shall publish and circulate notices approved by the Director of Public Works, whenever there is a change in schedule, routes, rules or telephone number for the service line. The Proposer shall report in writing to the Director of Public Works whenever it publishes and circulates a notice to users.

5. Recyclables to be Collected

The Proposer shall become the owner of all recyclable items collected and is responsible for procuring markets for the recyclable materials and for the transportation of the materials to the market. The Town makes no guarantee of the quality of recyclable materials. When a contaminated load is found, the Proposer shall make an effort to remove all recyclables and leave the problem materials in the container. All proceeds from the sale of the materials will go directly to the Proposer.

- a. The Proposer shall provide curbside collection of the following recyclables at one-, two-, and three- family residential units and specified Town buildings, properties, facilities and events:
 - Newsprint , magazines, white and colored paper, phone books;
 - Cardboard (flattened to 3-ft by 3-ft pieces, tied and bundled);
 - Plastic bottles (#1 PET and #2 HDPE plastic containers (clear & colored));
 - Aluminum cans and containers and aluminum foil products;
 - Ferrous (steel/tin) cans;
 - Glass jars and bottles (clear and colored glass);
 - Junk mail, office paper, and paperboard (cereal and cracker boxes); and
 - Plastics #1 thru #7.

6. Collection Containers

The Contractor shall provide one (1) recycling container to each residential unit. Additional recycling containers will be provided to residents as requested directly by the resident. The Proposer shall submit specifications of the proposed residential recycling container to the Director of Public Works for approval. The Proposer and the Director of Public Works shall determine the recyclable containers and/or roll-offs needed for the Town buildings, properties, facilities and events. The Contractor shall be responsible to store additional containers and provide distribution of the containers at the commencement of the contract and as needed during its duration. At no time shall the contractor charge residents or the Town for recycling containers.

7. Documentation of Recyclables

The Proposer will provide to the Director of Public Works an accurate monthly, documented tonnage reports for each type of material collected, hauled, and marketed and the location of final end-user. Landfilling or incineration of any marketable recyclables will not be allowed.

8. Education/Technical Assistance

In addition to preparing and distributing the recycling brochure at the onset of the contract, the Proposer will provide educational information to the Town on recycling and on regulatory updates to recycling that will be distributed to the Town on a yearly basis.

9. Licensing of Drivers

The Proposer shall ensure that all drivers are properly licensed and trained to operate collection vehicles and shall require that all drivers periodically produce their licenses for examination by the Director of Public Works throughout the term of the Contract.

10. Rejected Materials

Any collected recyclable materials that cannot be successfully marketed by the Proposer shall be disposed of in a lawful manner at an authorized facility, and the Proposer expressly accepts responsibility for such disposal and shall hold the Town harmless from any liability arising out of such disposal. Any cost for such disposal shall be the sole responsibility of the Proposer.

11. Vehicles and Equipment

- a. The Proposer shall provide a sufficient number of vehicles, specifically equipped for recyclable material collection, to fulfill its responsibilities in compliance with the terms of this contract.

- b. The Proposer must provide with its bid a list of equipment type and age to be used in the collection of recyclable materials. If new equipment is to be utilized, a manufacturer's delivery guarantee must also be submitted.
- c. All collection vehicles shall be watertight and readily cleaned. Each vehicle shall be thoroughly cleaned and sanitized inside and outside at least once a week.
- d. All recycling vehicles and associated equipment shall be standard products of reputable manufactures.
- e. The Proposer shall prominently and legibly display on both sides of each vehicle, in letters at least twelve inches high, the following information: the name of the Proposer, the vehicles identification number, a telephone number and such additional information as may be required to properly identify the vehicle at the recycling facility.

C. Alternate Descriptions

1. Alternate No. 1A – Town to Collect Solid Wastes and Recyclables from Municipal Buildings, Properties, and Events and Deliver to Transfer Station Leased by Proposer

If the Transfer Station is leased by the Proposer as outlined above, the Proposer shall provide access to the Transfer Station by the Town of Acton for the delivery of solid waste and recyclables generated by municipal buildings, properties, and events. The Town of Acton shall be responsible to the collection of all solid waste and recyclables generated by municipal buildings, properties, and events and delivery to the Transfer Station during normal working hours.

2. Alternate No. 1B – Town to Collect Solid Wastes and Recyclables from Municipal Buildings, Properties, and Events and Deliver to Highway Facility – Proposer to Provide Service to Highway Facility

If the transfer station is not leased by the Proposer, the Proposer will provide suitably sized dumpsters and/or roll-off containers at the Highway Facility (14 Forest Road) for all solid waste and recyclables generated by municipal buildings, properties, and events. The Town of Acton shall be responsible for the collection of all solid waste and recyclables generated by municipal buildings, properties, and events and delivery to the Transfer Station. The Proposer will service the dumpsters and/or roll-off containers as needed and keep the areas surrounding the dumpsters and/or roll-off containers free of trash and wind blown litter. The location and size of dumpsters and/or roll-off containers and the schedule of servicing shall be approved by the Director of Public Works.

3. Alternate No. 2 - Proposer to Collect, Haul, and Dispose or Market Solid Wastes and Recyclables from Municipal Buildings, Properties, and Events

During the Term of the Contract, in accordance with the schedule set forth herein, the Proposer shall provide the service of curbside collection, hauling, and disposal of municipal solid wastes and recyclables:

- to all municipal buildings, properties, and facilities listed on **Exhibit 6** in accordance with the schedule and specifications set forth therein,
- to all municipal events listed on Exhibit 7 hereto in accordance with the schedule and specifications set forth therein.

IV. General Proposal Information

The following general conditions apply to all the services contained in this RFP.

A. Proposer Accessibility

Upon the commencement of the contract and during the contract period, the Proposer shall maintain a telephone service line with a toll-free or local telephone number to provide contract assistance to Acton service customers and the Public Works Department. The service line shall be manned during all hours of collection so as to provide notification and timely response to any collection issues reported by residential customers or the Town. Use of a recording device or answering machine shall not be sufficient. All trucks shall be required to have radios so that information on complaints can be efficiently communicated from the toll-free number to the trucks.

B. Complaints

The Proposer shall receive and make a good faith effort to resolve all complaints received on the telephone service line or a written complaint from the Town or from Acton users. The Proposer shall maintain a complaint log setting forth the name, address and telephone number of each complaint, date and time of the complaint, and the substance of the resolution of the complaint. The Director of Public Works or his assigned representative shall have the right to inspect and/or request a copy of the complaint log.

Any documented complaints must be addressed promptly by the Proposer. Any missed pick-up must be collected by the end of the day scheduled for collection. Any spilled waste must be collected within two hours of the Proposer receiving the complaint.

C. Liquidated Damages

The Town may at its discretion assess liquidated damages against the Proposer for any failure to perform the services described in this RFP. The liquidated damages shall be

determined based on costs incurred by the Town for correcting any non-performance issue. The liquidated damage for certain breaches shall be as follows:

- | | | |
|---|---|---|
| 1 | Failure to clean up spilled Solid Waste or Recyclable Materials | \$100 each instance |
| 2 | Failure to clean vehicle or conveyances, as provided for in the specifications | \$100 each instance |
| 3 | Failure or neglect to collect Solid Waste or Recyclable Materials by the end of a scheduled day | \$500 each failure/neglect |
| 4 | Failure or neglect to furnish or publish a schedule or revised schedule of collection | \$1,000 each instance |
| 5 | Failure to place container for Solid Waste or Recyclable Materials curbside | \$100 each instance |
| 6 | Failure to properly dispose of Solid Waste | \$100,000 each instance plus all costs of corrective actions. |

The Town reserves the right to assess liquidated damages against the Proposer should the schedule for collection change by more than one hour and collection points are missed.

D. Registration and Insurance

All equipment must be properly registered and insured in accordance with the Motor Vehicle Law of the Commonwealth of Massachusetts and all rules and regulations of the Town of Acton.

E. Proof of Ownership

The Proposer must have proof of ownership or a signed lease for the duration of the contract for the equipment required to fulfill the contract.

F. Additional Resources

The Town shall have the authority to require the Proposer to increase the number of vehicles, personnel and/or equipment used in the collection of materials, if in the Town's judgment, the Proposer is frequently or repeatedly experiencing late delays or incomplete collection which the Proposer, after written or verbal warning has been unable to eliminate. Failure to provide additional equipment or to otherwise correct delayed or incomplete collection may be grounds for termination of the contract.

G. Records

The data that shall be collected for the Town's use by the Proposer concerning each of the solid waste services shall be agreed upon by the Town and Proposer.

H. Environmental Risk

Proposer shall bear the entire environmental risk pursuant to doing business under the Contract. All costs resulting from changes in environmental law or regulations shall be borne by the Proposer. Proposer shall defend, indemnify and hold the Town harmless against any claim or cause of action arising out of or related to any and all violations of environmental laws or regulations by Proposer in the performance of the contract.

I. Price Guarantee

Proposer's price for each of the services stated herein shall be the Proposer's all-inclusive price and the only compensation to which the Proposer will be entitled under this Contract.

V. Selection/Evaluation Process

A. General

The evaluation and selection process will be based upon a review of all submittals, site investigations, interviews and the use of independent sources of information. The Town specifically reserves the right to reject any and all Proposals, in its sole discretion, or to waive any informality in a Proposal received. The Town also reserves the right to provide addenda to this RFP which may include a request for additional information.

B. Evaluation Criteria

The Town intends to select the Proposal which is deemed most advantageous to the Town in its sole discretion. Proposers should be aware that, while cost will be a significant factor in the Town's determination, the Town specifically reserves the right to select the successful Proposer on factors other than the lowest cost proposal, if the Town determines that such other proposal, on the basis of the all factors considered by the Town in its sole discretion, is most advantageous.

C. Preferred Proposer(s)

The Town will review all submittals, conduct interviews, request additional clarifications or new information as deemed necessary, solicit independent evaluations and all other investigation efforts deemed necessary. The Town may, in its sole discretion, defer public announcement of proposals to facilitate the Town's ability to enter into contract negotiations with one or more Proposers. Furthermore, the Town

may, in its sole discretion, discontinue discussions with a preferred vendor, name an alternate preferred vendor or terminate this procurement at any time.

D. Final Selection

The Town reserves the right to award the Town's solid waste collection and recycling, services to one Proposer, to contract with two or more Proposers for portions of the work, or to reject all proposals and to again solicit new proposals at its sole discretion.

**PROPOSER DATA FORM
FIVE-YEAR BASE CONTRACT
WITH TWOTHREE-YEAR OPTIONS**

TOWN OF ACTON
Town Offices
472 Main Street
Acton, Massachusetts 01720

1. Name of Person or Business Submitting Proposal:

Address:

2. Please check off one of the following:

() If a corporation, State of Incorporation:

() If a partnership, names of partners:

() Individual

() Other: _____

The Proposer shall furnish all labor, supervision, services, equipment, transportation, required materials, supplies, insurance and other resources to perform and complete the following work for the following annualized prices for each of the items listed and as further specified in the Town's RFP:

- "Curbside Solid Waste Collection" shall mean the weekly curbside collection, hauling, and disposal of solid wastes from one-, two-, and three-family residences as further specified in the Town's RFP and the Thirteen (13) weeks of curbside collection, hauling, and unloading of leaf and yard waste and Christmas Trees from one-, two-, and three-family residences as further specified in the Town's RFP; and
- "Curbside Recyclables Collection" shall mean the weekly curbside collection, hauling, processing and marketing or disposal of recyclables from one-, two-, and three-family residences.

These prices shall remain in effect for the time period from September 1, 2005 to August 31, 2016 as applicable.

Is This Proposal Contingent Upon Leasing the Transfer Station – Yes/No _____

Price Proposal:

Contract Year	Curbside Solid Waste Collection	Curbside Recyclables Collection	Total
9/1/05-8/31/06			
9/1/06-8/31/07			
9/1/07-8/31/08			
9/1/08-8/31/09			
9/1/09-8/31/10			
Sub-Total Years 1-5			
First Renewal Term			
9/1/10-8/31/11			
9/1/11-8/31/12			
9/1/12-8/31/13			
Sub-Total Years 6-8			
Second Renewal Term			
9/1/13-8/31/14			
9/1/14-8/31/15			
9/1/15-8/31/16			
Sub-Total Years 9-12			
Total Years 1-12			

Adjustments to Price Proposal for Alternates Described in RFP:

Contract Year	Alternate No. 1A Add/Subtract	Alternate No. 1B Add/Subtract	Alternate No. 2 Add/Subtract
9/1/05-8/31/06			
9/1/06-8/31/07			
9/1/07-8/31/08			
9/1/08-8/31/09			
9/1/09-8/31/10			
Sub-Total Years 1-5			
First Renewal Term			
9/1/10-8/31/11			
9/1/11-8/31/12			
9/1/12-8/31/13			
Sub-Total Years 6-8			
Second Renewal Term			
9/1/13-8/31/14			
9/1/14-8/31/15			
9/1/15-8/31/16			
Sub-Total Years 9-12			
Total Years 1-12			

Price List for On-Call Bulky Item Pick-up

ITEM	Price per Item Years 1-5	Price per Item Years 6-8	Price per Item Years 9-12
Refrigerator			
Sofa/Loveseat/Chair/Ottoman			
Mattress/Boxspring			
Stove/Oven/Dishwasher			
Carpet Roll			
Air Conditioner			
Tire			
Other Large Furniture Items			
Cathode Ray Tubes and TV			

The undersigned certifies that this proposal shall remain valid and binding for a period of two hundred and seventy (270) days, excluding Saturdays, Sundays, and legal holidays, after the time and date of the submission of the proposal.

The undersigned further certifies that within five (5) days, excluding Saturdays, Sundays, and legal holidays, after the receipt of the Notice of the Award from the Town, the Proposer shall execute and return all copies of the contract and all other applicable documents.

Signature

Name of Person Signing

Title

Name of Business

Address

Federal Identification Number

CERTIFICATE OF PAYMENT OF TAXES BY CONTRACTOR

Pursuant to G.L. C.62C, §49A, I, _____

herby certify under the pains and penalties of perjury that _____

(Contractor”) has complied with all laws of the Commonwealth of Massachusetts relating to the payment of taxes, has filed all state tax returns and paid all State taxes required under law, has complied with all Massachusetts laws relating to tax reporting as to employees and contractors, and has complied with all Massachusetts laws relating to withholding and remitting of taxes, and has paid all Massachusetts state taxes required under law.

Date

Signature of Authorized
Representative Contractor

Social Security Number
or Federal Identification Number

Title

CERTIFIED RESOLUTION

I, _____, the duly elected Secretary of
(Name)
_____, a corporation organized and existing under
the _____

(Corporate Title)

laws of the State of _____, do hereby certify that the following Resolution was unanimously adopted and passed by a quorum of the Board of Directors of the Said corporation at a meeting held in accordance with law and the by-laws of the said corporation.

"IT IS HEREBY RESOLVED THAT _____ (Name)"

The duly elected _____ of _____
(Title of Officer) (Corporate Title)
be and is hereby authorized to execute and submit a Bid and Bid Bond to the Town of Acton,
Massachusetts for:

and such other instruments in writing as may be necessary on behalf of the said corporation; and that the Bid, Bid Bond, and other such instruments signed by him/her shall be binding upon the said corporation as its own acts and deeds. The secretary shall certify the names and signatures of those authorized to act by the foregoing resolution.

The Town of Acton shall be fully protected in relying upon such certification of the secretary and shall be indemnified and saved harmless from any and all claims, demands, expenses, loss or damage resulting from or growing out of honoring, the signature of any person so certified or for refusing to honor any signature not so certified.

I further certify that the above resolution is in force and effect and has not been revised, revoked or rescinded.

I further certify that the following are the names, titles and official signatures of those persons authorized to act by the foregoing resolution.

<u>NAME.</u>	<u>TITLE</u>	<u>SIGNATURE</u>

Given under my hand and the Seal of the said corporation this _____ day of _____,
20_____.

(SEAL) BY: _____
Secretary

Corporate Title

CERTIFICATE OF NON-COLLUSION

State of _____)

ss.

County of _____)

_____ being first duly sworn,
deposes and says that:

- (1) He is the _____, of
(Owner, Partner, Officer, Representative or Agent)
_____, the Bidder that has submitted the attached Bid;
- (2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Work for which the attached Bid has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

By _____

(Title)

On this ____ day of _____, 200_, before me, the undersigned Notary Public, personally appeared _____, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding document, and being duly sworn acknowledged to me that he signed it voluntarily and under oath, on behalf of _____, the Contractor herein.

_____(official signature and seal of notary)

My commission expires _____

**CERTIFICATE OF PRIOR EXPERIENCE
AND
QUALIFICATIONS OF PERSONNEL**

This form is to be completely filled out and signed by the Proposer and must accompany every proposal submitted for the Acton Curbside Collection Contract. Information is to cover the five-year period immediately preceding the date of this certificate.

This information is requested in accordance with Section 11(B)(1) of the Instructions to Bidders. If additional space is needed, please attach additional sheets.

Information herein disclosed will be reviewed and verified to the satisfaction of the Awarding Authority before a contract is awarded. If the Awarding Authority determines that the bidder does not demonstrably possess the skill, ability, and integrity necessary to faithfully perform the work, it will reject the bid.

TO THE AWARDING AUTHORITY:

1. This certificate of prior solid waste and recycling experience together with its Proposal is submitted by:

_____.
2. The information disclosure on each Attachment hereto, describes prior solid waste and recycling experience of:

A. ____ The above named Proposer.
3. I swear under the pains and penalties of perjury that the answers and statements below, as well as those attached, are true, and that the accompanying bid is in all respects bona fide, and made without collusion or fraud with any other person.

Date

Print Name of Proposer

Business Address

Telephone Number

Signature of Proposer

ATTACHMENT "A" TO CERTIFICATE OF PRIOR EXPERIENCE

1) Detail all prior pertinent experience within the past five years:

	<u>Community</u>	<u>State</u>	<u>Contract Start Date</u>	<u>Contract End Date</u>	<u>Size of Community</u>	<u>Type and Frequency of Collection</u>
A.	_____	_____	_____	_____	_____	_____
B.	_____	_____	_____	_____	_____	_____
C.	_____	_____	_____	_____	_____	_____

2) List references in respect to each contract listed above:

	<u>Community</u>	<u>Contact Address</u>	<u>Contact Person</u>	<u>Telephone No.</u>
A.	_____	_____	_____	_____
B.	_____	_____	_____	_____
C.	_____	_____	_____	_____

ATTACHMENT "A" TO CERTIFICATE OF PRIOR EXPERIENCE
(Continued)

- 3) Personnel to be assigned to this project if contract is awarded to this Bidder:

Complete the following in each category.

	<u>Employee</u>	<u>No. of Years Experience</u>	<u>Experience*</u>
Officer in Charge	_____	_____	_____
Contract Manager	_____	_____	_____
Contract Superintendent	_____	_____	_____

* Include project name, location, dates and scope of responsibility

CERTIFICATE OF PAYMENT OF TAXES BY CONTRACTOR

Pursuant to G.L. C.62C, §49A, I, _____

herby certify under the pains and penalties of perjury that _____

("Contractor") has complied with all laws of the Commonwealth of Massachusetts relating to the payment of taxes, has filed all state tax returns and paid all State taxes required under law, has complied with all Massachusetts laws relating to tax reporting as to employees and contractors, and has complied with all Massachusetts laws relating to withholding and remitting of taxes, and has paid all Massachusetts state taxes required under law.

Date

Signature of Authorized Representative
Contractor

Social Security Number
or Federal Identification Number

Title

CERTIFIED RESOLUTION

I, _____, the duly elected Secretary of
(Name)
_____, a corporation organized and existing under the
(Corporate Title)
laws of the State of _____, do hereby certify that the
following Resolution was unanimously adopted and passed by a quorum of the Board of Directors of the
Said corporation at a meeting held in accordance with law and the by-laws of the said corporation.

"IT IS HEREBY RESOLVED THAT _____ (Name)"

The duly elected _____ of _____
(Title of Officer) (Corporate Title)
be and is hereby authorized to execute and submit a Bid and Bid Bond to the Town of Acton,
Massachusetts for:

and such other instruments in writing as may be necessary on behalf of the said corporation; and that the Bid, Bid Bond, and other such instruments signed by him/her shall be binding upon the said corporation as its own acts and deeds. The secretary shall certify the names and signatures of those authorized to act by the foregoing resolution.

The Town of Acton shall be fully protected in relying upon such certification of the secretary and shall be indemnified and saved harmless from any and all claims, demands, expenses, loss or damage resulting from or growing out of honoring, the signature of any person so certified or for refusing to honor any signature not so certified.

I further certify that the above resolution is in force and effect and has not been revised, revoked or rescinded.

I further certify that the following are the names, titles and official signatures of those persons authorized to act by the foregoing resolution.

<u>NAME.</u>	<u>TITLE</u>	<u>SIGNATURE</u>
_____	_____	_____
_____	_____	_____

Given under my hand and the Seal of the said corporation this _____ day of _____, 20_____.

(SEAL)

BY: _____
Secretary

Corporate Title

NON-COLLUSIVE AFFIDAVIT

State of _____)

ss.

County of _____)

_____ being first duly sworn, deposes and says
that:

- (1) He is the _____, of
(Owner, Partner, Officer, Representative or Agent)
_____, the Bidder that has submitted the attached Bid;
- (2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Work for which the attached Bid has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

BY _____

(Title)

Subscribed and sworn to before me

this ____ day of _____, 20____.

My commission expires on _____

Performance Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY (Name and Address of Principal Place
of Business):

OWNER (Name and Address):

CONTRACT

Date:

Amount:

Description (Name and Location):

BOND

Date (Not earlier than Contract Date):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent or representative.

CONTRACTOR AS PRINCIPAL

Company: (Corp. Seal)

Signature: _____

Name and Title:

SURETY

Company: (Corp. Seal)

Signature: _____

Name and Title:

(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

CONTRACTOR AS PRINCIPAL

Company: (Corp. Seal)

Signature: _____

Name and Title:

SURETY

Company: (Corp. Seal)

Signature: _____

Name and Title:

EJCDC No. 1910-28-A (1996 Edition)

Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, and the American Institute of Architects.

1. The CONTRACTOR and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Contract, which is incorporated herein by reference.
2. If the CONTRACTOR performs the Contract, the Surety and the CONTRACTOR have no obligation under this Bond, except to participate in conferences as provided in paragraph 3.1.
3. If there is no OWNER Default, the Surety's obligation under this Bond shall arise after:
 - 3.1. The OWNER has notified the CONTRACTOR and the Surety at the addresses described in paragraph 10 below, that the OWNER is considering declaring a CONTRACTOR Default and has requested and attempted to arrange a conference with the CONTRACTOR and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Contract. If the OWNER, the CONTRACTOR and the Surety agree, the CONTRACTOR shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive the OWNER's right, if any, subsequently to declare a CONTRACTOR Default; and
 - 3.2. The OWNER has declared a CONTRACTOR Default and formally terminated the CONTRACTOR's right to complete the Contract. Such CONTRACTOR Default shall not be declared earlier than twenty days after the CONTRACTOR and the Surety have received notice as provided in paragraph 3.1; and
 - 3.3. The OWNER has agreed to pay the Balance of the Contract Price to:
 - 3.3.1. The Surety in accordance with the terms of the Contract;
 - 3.3.2. Another contractor selected pursuant to paragraph 4.3 to perform the Contract.
4. When the OWNER has satisfied the conditions of paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 4.1. Arrange for the CONTRACTOR, with consent of the OWNER, to perform and complete the Contract; or
 - 4.2. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
 - 4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the OWNER for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by the OWNER and the contractor selected with the OWNER's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the Bonds issued on the Contract, and pay to the OWNER the amount of damages as described in paragraph 6 in excess of the Balance of the Contract Price incurred by the OWNER resulting from the CONTRACTOR Default; or
 - 4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances;
 - 4.4.1 After investigation, determine the amount for which it may be liable to the OWNER and, as soon as practicable after the amount is determined, tender payment therefor to the OWNER; or
 - 4.4.2 Deny liability in whole or in part and notify the OWNER citing reasons therefor.
5. If the Surety does not proceed as provided in paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the OWNER to the Surety demanding that the Surety perform its obligations under this Bond, and the OWNER shall be entitled to enforce any remedy available to the OWNER. If the Surety proceeds as provided in paragraph 4.4, and the OWNER refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the OWNER shall be entitled to enforce any remedy available to the OWNER.
6. After the OWNER has terminated the CONTRACTOR's right to complete the Contract, and if the Surety elects to act under paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the OWNER shall not be greater than those of the CONTRACTOR under the Contract, and the responsibilities of the OWNER to the Surety shall not be greater than those of the OWNER under the Contract. To a limit of the amount of this Bond, but subject to commitment by the OWNER of the Balance of the Contract Price to mitigation of costs and damages on the Contract, the Surety is obligated without duplication for:
 - 6.1. The responsibilities of the CONTRACTOR for correction of defective Work and completion of the Contract;
 - 6.2. Additional legal, design professional and delay costs resulting from the CONTRACTOR's Default, and resulting from the actions or failure to act of the Surety under paragraph 4; and
 - 6.3. Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of the CONTRACTOR.
7. The Surety shall not be liable to the OWNER or others for obligations of the CONTRACTOR that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the OWNER or its heirs, executors, administrators, or successors.
8. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders and other obligations.
9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after CONTRACTOR Default or within two years after the CONTRACTOR ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
10. Notice to the Surety, the OWNER or the CONTRACTOR shall be mailed or delivered to the address shown on the signature page.
11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
12. Definitions.
 - 12.1 Balance of the Contract Price: The total amount payable by the OWNER to the CONTRACTOR under the Contract after all proper adjustments have been made, including allowance to the CONTRACTOR of any amounts received or to be received by the OWNER in settlement of insurance or other Claims for damages to which the CONTRACTOR is entitled, reduced by all valid and proper payments made to or on behalf of the CONTRACTOR under the Contract.
 - 12.2 Contract: The agreement between the OWNER and the CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.
 - 12.3 CONTRACTOR Default: Failure of the CONTRACTOR, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.
 - 12.4 OWNER Default: Failure of the OWNER, which has neither been remedied nor waived, to pay the CONTRACTOR as required by the Contract or to perform and complete or comply with the other terms thereof.

(FOR INFORMATION ONLY--Name, Address and Telephone)
AGENT or BROKER: OWNER'S REPRESENTATIVE (Engineer or other party):

EXHIBIT 1
LIST OF PREVAILING WAGE RATES



THE COMMONWEALTH OF MASSACHUSETTS
DEPARTMENTS OF LABOR AND WORKFORCE DEVELOPMENT
DIVISION OF OCCUPATIONAL SAFETY
www.mass.gov/dos

MITT ROMNEY

Governor

KERRY HEALEY

Lieutenant Governor

JANE C. EDMONDS

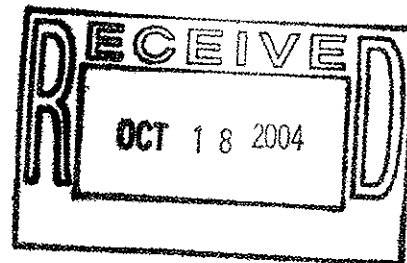
Director, DWD

ANGELO R. BUONOPANE

Director, DOL

ROBERT J. PREZIOSO

Commissioner



October 15, 2004

Don P. Johnson, Town Manager
Town of Acton
472 Main Street
Acton, MA 01720

Dear Mr. Johnson:

In response to your request, I am forwarding the prevailing wage rates that apply to the upcoming contract for solid waste and recyclables collection for the Town of Acton. These rates are determined by the Division of Occupational Safety under the provisions of Massachusetts General Laws, chapter 149, sections 26 to 27F.

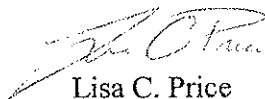
AWARDING AUTHORITY: Town of Acton

<u>CLASSIFICATION</u>	<u>EFFECTIVE DATES</u>	<u>BASE RATE</u>	<u>HEALTH & WELFARE</u>	<u>TOTAL RATE</u>
Driver	9/01/05	\$17.43	\$6.40	\$23.83
	9/01/06	\$18.01	\$6.40	\$24.41
	9/01/07	\$18.61	\$6.40	\$25.01
	9/01/08 -	\$19.33	\$6.40	\$25.73
	End of Contract			
Laborer	9/01/05	\$16.23	\$6.40	\$22.63
	9/01/06	\$16.96	\$6.40	\$23.36
	9/01/07	\$17.43	\$6.40	\$23.83
	9/01/08 -	\$18.09	\$6.40	\$24.49
	End of Contract			

The rate determinations contained in this letter constitute the minimum wage rates, and do not supersede or preempt higher rates that may result from individual employment contracts. The

information contained in this letter shall be made available to all prospective bidders and shall be made a part of the contract for said services (M.G.L. c. 149, §27).

Sincerely,

A handwritten signature in dark ink, appearing to read "Lisa C. Price", is written over the typed name.

Lisa C. Price
Deputy General Counsel

EXHIBIT 2

STREET MAP OF THE TOWN

EXHIBIT 3

PROPOSED FORM OF SOLID WASTE COLLECTION CONTRACT

CONTRACT AND SPECIFICATIONS FOR SOLID WASTE DISPOSAL

THIS CONTRACT is made on the ____ day of _____, 200_, by and between the Town of Acton, a Massachusetts municipal corporation with its principal place of business at Town Hall, 472 Main Street, Acton, MA 01720, acting through its Town Manager hereinafter called "Town," and _____, a _____ corporation with its principal place of business at _____, _____, and with a Tax ID No. of _____, hereinafter called "Contractor."

The Town and the Contractor, for adequate consideration the receipt and sufficiency of which are hereby acknowledged, agree as follows:

1. STATEMENT OF WORK.

The Contractor shall furnish all labor, supervision, services, equipment, transportation, required materials, supplies, insurance and other resources to perform and complete the following work in strict accordance with the Contract Documents identified in Section 4 of this Contract, all of which are incorporated herein by reference and are made a part hereof, and in accordance with all applicable laws, bylaws, rules and regulations in force and effect during the Term of the Contract:

the curbside collection, hauling, and disposal of all residential and municipal Solid Waste as set forth herein (the "Work").

During the Term of the Contract, in accordance with the schedule set forth herein, the Contractor shall provide the service of curbside collection, hauling, and disposal of Solid Waste generated from:

- all one-, two- and three-family residential properties listed on **Exhibit 1** hereto on a weekly basis,
- all Town buildings, properties, and facilities listed on **Exhibit 2** hereto on a weekly basis, and
- all Town events listed on **Exhibit 3** hereto on the regular schedule therein specified.

[Drafting Note: The above corresponds to Alternative 2 in the RFP. The above description will be modified if Alternative 1A or 1B is selected in the proposal process, and corresponding changes will be made in the Contract as necessary.]

The Contractor will collect from all stops with the understanding that the number of stops will vary over time. All disposal shall be at a facility duly licensed for the acceptance of Solid Waste by the appropriate governmental bodies having competent jurisdiction. Unless otherwise allowed by the Town in writing, collection of Recyclable Materials shall coincide with collection of Solid Waste.

2. TERM OF CONTRACT.

The Contractor shall commence Work under this Contract on the date specified in the Town's written Notice of to Proceed ("Commencement Date").

Unless sooner terminated by the Town as set forth herein, or unless extended at the Town's option as set forth below, this Contract shall terminate on the fifth anniversary of the Commencement Date.

At the Town's option exercised by written notice sent to the Contractor at least sixty (60) days before the fifth anniversary of the Commencement Date, this Contract may be extended for an additional period of three years. At the Town's option exercised by written notice sent to the Contractor at least sixty (60) days before the end of the first renewal term, this Contract may be extended for another additional period of three years.

The Term of this Contract shall be the period from the Commencement Date until the termination date, including any extension term as set forth above.

Time is of the essence in the performance and completion of the Work set forth herein.

3. THE CONTRACT PRICE.

As part of the process of moving to curbside collection of solid wastes, the Town has adopted **[Drafting Comment: Bylaw has not yet been adopted; text assumes it will be.]** a Bylaw pursuant to which all costs of this contract (less any amount that the Town may in its discretion appropriate for a given year to defray Solid Waste Collection costs and less any amount to be paid by the Town under this contract for that year for services pertaining to municipal buildings, properties, and/or events) shall be borne by the owners of those properties receiving Solid Waste collection services under the contract. A true copy of the Bylaw is attached as **Exhibit 4**. A true copy of the properties receiving Solid Waste collection services under the contract is attached as **Exhibit 1**. The Contractor is hereby authorized to issue invoices to and collect Solid Waste Collection Fees from the owners of those properties receiving Solid Waste collection services under the contract listed on **Exhibit 1** for the appropriate portion of the contract costs not paid directly by the Town by voluntary appropriation and/or according to the fee schedule established from time-to-time by the Board of Selectmen pursuant to this Bylaw. The fee schedule shall be allocated among property owners based on the following total contract cost for the following years:

Contract Year	Curbside Solid Waste Charge
9/1/05-8/31/06	
9/1/06-8/31/07	
9/1/07-8/31/08	
9/1/08-8/31/09	
9/1/09-8/31/10	
Sub-Total Years 1-5	
First Renewal Term	
9/1/10-8/31/11	
9/1/11-8/31/12	
9/1/12-8/31/13	
Sub-Total Years 6-8	
Second Renewal Term	
9/1/13-8/31/14	
9/1/14-8/31/15	
9/1/15-8/31/16	
Sub-Total Years 9-12	
Total Years 1-12	

The Town shall itself pay the Contractor only for the performance of the Contract for services pertaining to municipal buildings, properties, and/or events listed on **Exhibits 2 and 3**, in current funds, subject to any additions and deductions as provided in the Contract Documents, the following amounts:

[INSERT APPROPRIATE AGREED UPON PRICES FOR SOLID WASTES PER RFP]

Contract Year	Alternate No. 1A	Alternate No. 1B	Alternate No. 2
9/1/05-8/31/06			
9/1/06-8/31/07			
9/1/07-8/31/08			
9/1/08-8/31/09			
9/1/09-8/31/10			
Sub-Total Years 1-5			
First Renewal Term			
9/1/10-8/31/11			
9/1/11-8/31/12			
9/1/12-8/31/13			
Sub-Total Years 6-8			
Second Renewal Term			
9/1/13-8/31/14			
9/1/14-8/31/15			
9/1/15-8/31/16			
Sub-Total Years 9-12			
Total Years 1-12			

On or before the seventh day of each month, the Contractor shall submit to the Town an invoice for one-twelfth (1/12) of the foregoing annual Contract price for services pertaining to municipal buildings, properties, and/or events listed on **Exhibits 2 and 3**. The Contractor shall be paid monthly by the Town for the Work performed during the preceding month for services pertaining to municipal buildings, properties, and/or events listed on **Exhibits 2 and 3**. Each monthly payment shall be one-twelfth of the foregoing annual Contract amount for services pertaining to municipal buildings, properties, and/or events listed on **Exhibits 2 and 3**, subject to any additions and deductions (including liquidated damages) as set forth herein.

The Contractor specifically agrees to be responsible for all costs associated with the performance of the Work. The Work to be provided and paid for by the Contractor is subject to the prevailing wage rate provisions of the Massachusetts General Laws Chapter 149, Section 26 through 27H. Attached hereto as **Exhibit 5** is the determination of the commissioner of labor and industries of the current prevailing rates of wages to be paid with respect to the Work covered by the Contract. The prevailing wage rate determinations shall be updated and such rates shall be paid as required by law during the term of the Contract.

The Town and the property owners from whom collections are authorized to be made shall be responsible to pay the Contractor only to their respective amounts under the Contract and the fee schedule promulgated under the Bylaw. Except with respect to the number of additional residential properties described in the next paragraph, any increase in costs to the Contractor, for any reason, during the Contract term shall be borne solely by the Contractor.

Under the terms of this Contract, the Contractor will be required to collect Solid Waste from all one-, two- and three-family residential properties within the Town listed on **Exhibit 1**. The current number of such properties listed on **Exhibit 1** is **[INSERT NUMBER]**. This number may grow over time during the Term of the Contract. For each new one-, two- and three-family residential property receiving Solid Waste collection services under the contract, the fee schedule promulgated pursuant to the Bylaw shall govern the amount that can be charged to the owner of such property for Solid Waste Collection services. The number of additional one-, two- and three-family residential properties occupied in excess of **[INSERT NUMBER]** will be reviewed every year of the Term and verified by the records of the Building Inspector and Chief Assessor.

The Contractor shall also issue a bill to and collect from each residential unit directly for on-call pick-up service of bulky items in accordance with the following list of charges:

Price List for On-Call Bulky Item Pick-up

ITEM	Price per Item Years 1-5	Price per Item Years 6-8	Price per Item Years 9-12
Refrigerator			
Sofa/Loveseat/Chair/Ottoman			
Mattress/Boxspring			
Stove/Oven/Dishwasher			
Carpet Roll			
Air Conditioner			

Tire			
Other Large Furniture Items			
Cathode Ray Tubes and TV			

The Town shall not be responsible for any charges associated with Bulky Items, unless the Town itself has specifically called for the collection of a Bulky Item from municipal property, in which case the Town shall pay in accordance with the above table of charges.

4. **CONTRACT DOCUMENTS.**

The Contract shall consist of the following component parts, all of which are incorporated herein by reference and made a part hereof:

- a. Request for Bids dated September ___, 2004, with all Exhibits and Addenda thereto;
- b. Contractor's Bid dated _____, 2004;
- c. This Contract and its Exhibits ____-____;
- d. Town's instructions to Proposers;
- e. The bid bond, performance bond, payment bond, and any provisions of local, State or Federal law, bylaws or regulations which are part of this contract by reference;
- f. Notice of Award dated _____, 2005; and
- g. Notice to Proceed to be issued upon final execution by the parties hereto.

5. **REQUIRED STATUTORY TERMS AND CONDITIONS.**

This Contract hereby incorporates by reference any and all provisions required by statute or other applicable law to be included within a municipal contract for the curbside collection, hauling, and disposal of residential and municipal Solid Waste.

6. **CONTRACTOR'S WORK**

- a. The Contractor shall perform all Work required under the terms and conditions in this Contract and as required in the Contract Documents and the bid specifications for the

Work. The Work includes, without limitation, all labor and materials, equipment, services and other items required to complete the Work, except to the extent expressly indicated by the Request for Proposals to be the responsibility of others.

b. The Contractor shall perform and complete all Work to the satisfaction of the Town. If Contractor fails to carry out Work in accordance with this Contract, the Town will provide notice, oral or written, to Contractor of Contractor's failure. If Contractor does not immediately commence and correct such failure, with diligence and promptness, the Town may, without prejudice to any other right or remedy it may have, make good these deficiencies, deduct the cost to the Town from any payments then or thereafter due to Contractor, and be reimbursed by Contractor for any costs incurred by the Town in excess of moneys then and thereafter due to Contractor.

7. **TOWN'S RESPONSIBILITIES**

- a. The Town will cooperate with Contractor in scheduling the Contractor's Work.
- b. The Town will give instructions directly to the designated supervisory representative of Contractor,
- c. The Town will pay Contractor for its share of the Work in accordance with this Contract.

8. **CONTRACTOR'S RESPONSIBILITIES:**

- a. Contractor shall cooperate with the Town in scheduling and performing Contractor's Work and shall avoid any delay the performance of the Work. The Contractor shall collect according to collection routes approved by the Director of Public Works, or his authorized personnel.
- b. Contractor shall perform all Work diligently and expeditiously, and consistent with this Contract. Contractor shall pay for all materials, equipment and labor used in connection with the performance of the Work and shall furnish evidence, satisfactory to the Town, verifying compliance with the Contract's requirements.
- c. Contractor shall comply with all laws, bylaws, ordinances, rules, regulations, decisions and orders of public authorities in force and effect during the Term of the Contract including any subsequent changes and any applicable judicial or administrative interpretations of such laws, bylaws, ordinances, rules and regulations ("Laws") bearing on the performance of its Work under this Contract, including without limitation, federal, state and local tax Laws, social security Laws, unemployment compensation Laws, environmental Laws, labor Laws, and workers' compensation Laws insofar as applicable to the performance of its Work under this Contract, the cost of which has been included by Contractor in its proposal. Unless otherwise expressly stated in this Contract,

Contractor shall secure and pay for all approvals, permits, fees, licenses and inspections necessary or appropriate for the proper execution and completion of its Work, the cost of which has been included by Contractor in its proposal. Contractor shall take any and all reasonable and prudent safety precautions with respect to the performance of its Work and the prevention of injury to persons or damage to property; and shall (without limitation or effect on its own liabilities and responsibilities to ensure safety) comply with any safety measures requested by the Town and with applicable Laws for the safety of persons and property.

d. If the Contractor or its agents, employees, or subcontractors violates any Laws, the Contractor shall bear all costs arising therefrom and defend, indemnify and hold the Town harmless from any and all such costs. To the extent that the Contractor is responsible for wages, benefits, overtime wages or other labor related costs, expenses or penalties as a result of applicable Laws, the Contractor shall be and is solely responsible for such wages, other labor related costs, expenses and/or penalties and the Town shall not have any responsibility to make any such payment, and further, the Contractor shall indemnify, defend and hold the Town harmless for all such wages, labor costs, expenses and/or penalties, including but not limited to any determination or judgment related thereto and any attorney fees incurred by the Town in relation thereto or the defense thereof.

d. Contractor shall maintain records as reasonably necessary to comply with this Contract and as may be reasonably requested by the Town. The Town may gain access, at all reasonable times and upon reasonable notice, to Contractor to the records maintained by Contractor with respect to services performed or to be performed under this Contract.

9. **INDEMNIFICATION:**

To the fullest extent permitted by Law, Contractor shall indemnify, defend (with counsel acceptable to the Town) and hold harmless the Town of Acton, and its boards, commissions, officers, employees, agents, successors, and assigns, from and against any and all suits, claims, damages, costs, fines, penalties, and fees, including but not limited to reasonable legal fees and collection costs for successfully establishing the right to indemnification, arising out of, in connection with or resulting from Contractor's obligations, liabilities, performance, breach or failure to perform the Work under this Contract, whether directly or by or through Contractor's subcontractors, anyone directly or indirectly employed by Contractor or Contractor's subcontractors. This indemnity is effective regardless of whether or not any claim, damage, loss or expense is caused in part by the party indemnified, but will not cover liability that results from the sole negligence or misconduct of the indemnified party.

This defense, indemnification and hold harmless by the Contractor shall include without limitation any and all damage to property or injury to or death of any person, including without limitation employees of the Contractor or its agents, servants or subcontractors. This

indemnification is not limited by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor under workers' compensation acts, disability acts, or other employee benefit acts. This indemnification Contract shall survive the expiration or termination of this Contract.

10. **CHANGE ORDERS**

The Town may make changes in the Scope of Work required by this Contract by issuing written modifications, additions, deletions or other revisions. Upon receipt of a change order, Contractor, PRIOR to the commencement of any Work covered by the change order, shall submit in writing to the Town any proposed adjustments to the contract sum for approval by the Town, at the Town's discretion. No change order Work may be performed without approval and authorization from the Town. The Town may elect to cancel this Contract and arrange for another contractor to provide the Work and change order Work if the Town and Contractor are unable to agree on change order costs. If such cancellation is made, the Town will pay Contractor for Work performed pro-rated through the date of cancellation. If any Work is deleted from the Scope of Work under this Contract by change order issued by the Town, then the Town is entitled to an appropriate credit against the payments required hereunder.

11. **CLAIMS AND DISPUTES**

All claims, disputes and other matters in question between the parties, arising out of or relating to this Contract or an alleged breach thereof, shall be decided only in the Superior Court of Massachusetts in Middlesex County, or the District Court of Massachusetts, the Concord Division.

12. **CONTRACT SUMS**

a. The Town will pay Contractor for its share of the Work performed, the sums provided in this Contract at the time or times provided in this Contract, which sums shall also be set forth in separate purchase orders.

b. A document entitled "Contractor's Receipt of Payment; Release and Waiver of Lien" as set forth in **Exhibit 6** to this Contract shall accompany any Contractor invoice for payment under this Contract. This fully executed release (Exhibit 6) is a condition precedent to payment of any Contractor invoice.

13. **INSURANCE AND BONDS**

a. Prior to providing any Work, and continuously throughout the Term of the Contract, the Contractor shall obtain and maintain insurance as specified below, from companies duly authorized to do business in the Commonwealth of Massachusetts and satisfactory to the Town, and in such forms as shall protect the Contractor and the Town from claims which may arise out of or result from the Contractor's Work under this

Contract, whether such Work is performed by the Contractor or anyone directly or indirectly employed by or retained by the Contractor, or anyone for whose acts the Contractor may be liable, and which shall protect the Town and its employees, agents and officials, from all claims and liability for damages for bodily injury, including accidental death and for property damage which may arise from operations under this Contract. Specifically and without limitation, the Contractor shall procure and maintain, and shall cause all subcontractors to procure and maintain, insurance of the following types of coverage and limits of liability:

- (1) Comprehensive General Liability including Completed Operations and Independent Contractors Coverage, and a "Broad Form" Coverage Endorsement that must include Contractual Liability, Personal Injury, Bodily Injury, Property Damage, Premises Operation, Contractor's Protective and Completed Operations, and Public Liability Insurance Coverage. The minimum limit is \$2,000,000 per occurrence for Bodily Injury and \$1,000,000 for Property Damage, each on a combined single limit basis, of which none may be excess coverage. Such policy shall also include Owner's Protective Insurance secured by the Contractor on behalf of the Town of Acton which will directly protect the Town and/or its employees, agents and officers from liability for bodily injuries, including accidental death, and for property damage in the amounts required in above.
- (2) Workers' Compensation Insurance and disability benefits as required by the General Laws of the Commonwealth of Massachusetts and other similar employee benefit acts, but in any event, in an amount not less than two hundred thousand dollars (\$200,000).
- (3) Automobile Bodily Injury and Property Damage limits of at least \$2,000,000 for Bodily Injury and \$1,000,000 Property Damages Liability Insurance covering the operation of all motor vehicles operated in connection with the prosecution of the Work under this Contract .
- (4) Employers' Liability Insurance of at least \$1,000,000.
- (5) Statutory Disability Insurance if required in Massachusetts.

b. All coverages must be primary (unless otherwise noted), must be written on an occurrence basis and must be maintained without interruption from the date of the Contract until the date of termination of the Contract.

c. The Town of Acton shall be named as an additional insured on the Comprehensive General Liability Policy and the Comprehensive Automobile Policy with

respect to all Work performed on behalf of the Town. Certificates of insurance acceptable to the Town must be filed with the Town prior to commencement of Contractor's Work and shall be updated annually. The certificates and the insurance required by this Contract must not expire for at least one year from the date of issuance and must contain a provision that coverages afforded under the policies will not be canceled or allowed to expire unless the Town has received at least 30 days prior written notice. The insuring company must be reputable, admitted to do business in Massachusetts and have a rating by A.M. Best of at least A. Such certificates shall not merely name the types of policies provided, but shall specifically refer to this Contract and shall state that such insurance is as required by this Contract. The Contractor shall make no claims against the Town, its employees, agents, attorneys or officers for any injury to any of his officers or employees or for damage to his trucks or equipment arising out of work contemplated by this Contract.

d. The Contractor shall furnish, at the time of the execution of the contract, a Performance Bond and a labor and materials or payment bond, each in the sum of one hundred (100%) percent of the fiscal year's total proposal price with a surety company as surety, acceptable to the Acton Board of Selectmen and duly authorized to provide surety bonds in the Commonwealth of Massachusetts, including any options elected by the Town, for the faithful performance of this Contract. Said bonds shall be executed yearly, shall be obtained and delivered to the Town thirty days prior to the Commencement Date and as applicable the commencement of each subsequent year of the Contract or any extensions thereof, and shall be a condition precedent to the continuation of the contract and each and any renewal thereof. The premiums for said bonds shall be paid for by the Contractor and are included in the contract price.

e. The Contractor shall, upon execution of this Contract, furnish a sufficient security conforming in all respects to General Laws Chapter 30, Sections 39A, for payment of all rental and transportation charges for the hire or use of dump trucks upon the Contract, on a surety company qualified to do business under the Laws of the Commonwealth of Massachusetts and satisfactory to the Town, the premiums for which shall be paid for by the Contractor and are included in the contract price.

14. **INTEGRATED CONTRACT**

The contract documents listed in Paragraph 4 represent the entire and integrated Contract between the parties and supersede prior representations or Contracts, whether oral or written.

15. **TERMINATION**

a. The Town is entitled to immediately terminate this Contract by written notice to Contractor upon the occurrence of any of the following events:

- (i) Failure of Contractor to commence the Work as required by the contract documents.

- (ii) Failure of Contractor to make prompt payments to any subcontractors, materialmen or laborers.
- (iii) Failure of Contractor to employ an adequate amount or quality of personnel or equipment to complete the Work without delay.
- (iv) Failure of Contractor to perform any of its obligations under this Contract.
- (v) Adjudication of Contractor as a bankrupt, either by voluntary or involuntary proceedings.
- (vi) Any general assignment by Contractor for the benefit of its creditors.
- (vii) Appointment of a receiver for Contractor on account of its insolvency.
- (viii) Any other act of insolvency by or against Contractor, or failure to meet its financial obligations.
- (ix) In the event the Contractor is also the Town's Contractor for collection, hauling and marketing of Recyclable Materials, the Town may without penalty terminate this Solid Waste Contract in the event the Town has terminated the Recycling Contract for any reason.

b. Upon any termination of the Contract by the Town, the Town may take possession of all materials, equipment, supplies and all other property purchased specifically for the performance of the Work, and to the extent permitted by law use all of this property to complete the Work in any manner the Town deems desirable, including, without limitation, engaging the services of other parties. The Town will reimburse the Contractor at Contractor's cost, for this material, equipment, supplies or other property, or credit these sums against moneys owed to the Town. If the cost to the Town for the completion of the Work exceeds the amount of the unpaid portion of the Contract Sum, the Contractor shall pay the Town an amount equal to the excess. The proper exercise of the Town's right of termination shall be in addition to, and not in substitution for, any other lawful remedy provided by this Contract or by law. Failure of the Town to provide such notice of termination in the event of a default shall not act as a waiver of any prior or subsequent default, nor as a waiver of the right to terminate in the event of default.

c. In the event of bankruptcy or insolvency of the Contractor, then this Contract may be immediately terminated by the Town and in such case this Contract shall not be treated as an asset of the Contractor after said termination. This Contract is not assignable either voluntarily, involuntarily or by process of law, and shall not be or come

under control of creditors or trustees of the Contractor in case of bankruptcy or insolvency, but shall be subject to termination as provided herein.

d. If at any time sufficient funds are not appropriated by Town Meeting for the purposes payment for the Work under this Contract, the Town may terminate this Contract by written notice to the Contractor, and the Town shall not be obligated to make any further payments for Work performed after the effective date of the notice of termination as set forth therein.

16. **LIQUIDATED DAMAGES**

a. Upon notification from the Town of a violation of the Contract, the Contractor shall take whatever steps may be necessary to investigate and remedy the cause of any complaint. Failure to remedy the cause of the complaint shall be considered a material breach of the Contract.

b. For the purpose of computing liquidated damages under the provision of this section for certain specified violations of this Contract, it is agreed that the Town may deduct from payments due or to become due the Contractor, the following amounts as liquidated damages:

- | | | |
|-----|--|----------------------------|
| (1) | Failure to clean up spilled Solid Waste | \$100 each instance |
| (2) | Failure to clean vehicle or conveyances, as provided for in the specifications | \$100 each instance |
| (3) | Failure or neglect to collect Solid Waste on those times as provided by this Contract within twenty-four hours | \$500 each failure/neglect |
| (4) | Failure or neglect to furnish or publish a schedule or revised schedule of collection and disposal | \$1,000 each instance |
| (5) | Failure to place container for Solid Waste curbside | \$100 each instance |
| (6) | Improper Disposal: Reimburse Town's fees and costs incurred with respect thereto plus | \$100,000 each instance |

c. Liquidated damages shall be determined by the Town, whose decision in the matter shall be final and binding, unless appealed in writing within five (5) days after notice.

d. The Contractor acknowledges and agrees that the liquidated damages provided herein are not a penalty, but rather a fair measure of damage which will be sustained by the Town in the event of such a violation by the Contractor. The Town shall have the right to withhold the amount of liquidated damage assessed from any payment owed to the Contractor as a credit or set-off of such amount. The Town's failure to assess

liquidated damage shall not constitute a waiver of its right to hold the Contractor in default, nor does the Town waive its right to claim and collect damages for the Contractor's default.

17. **ASSIGNMENT, SUBCONTRACTING OR DELEGATION**

a. The Contractor shall not subcontract or delegate any Work to be performed in connection with this Contract unless the Town shall first approve the same in writing in advance, which approval may be granted or withheld in the Town's sole and absolute discretion, and Contractor shall provide any information and documents (including contracts and lien waivers) with respect to any third party that the Town requests. If the Town disapproves thereof, any assignment, subcontracting or delegation shall be null and void.

b. Contractor shall require in writing that each subcontractor or delegee performing any Work under this Contract shall be bound to the Contractor by the terms of this Contract and will assume to Contractor all obligations for its part of the Work, including, without limitation, those as to insurance, which Contractor has assumed to the Town. Notwithstanding any such subcontract or delegation of any Work, the Contractor shall remain responsible to the Town for the performance of all of the terms and conditions to be performed by the Contractor under this Contract.

c. The Contractor shall not assign any of the monies payable under this Contract, or any claim thereto, unless by consent of the Town Manager and the Town Treasurer.

d. The Town may assign this Contract to an assignee acceptable to the Town, as long as assignee assumes and also becomes responsible to Contractor for the performance of all of the terms and conditions to be performed by the Town under this Contract.

18. **WARRANTIES**

a. Contractor warrants to the Town that all materials and equipment furnished by Contractor related to this Contract will be fit and appropriate for their function and use. Further, all Work performed by Contractor shall be in a first class manner, and diligently and timely performed under the requirements of this Contract.

b. Contractor warrants to the Town that it is a duly organized and validly existing corporation or partnership (as indicated above), that the performance of the Work required of it under this Contract does not violate its organization documents and that the execution and delivery of this Contract and the performance by Contractor of all Work required of it hereunder has been duly authorized by all necessary legal action.

c. All warranties (express or implied) available to the Town under this Contract shall survive the expiration or termination of this Contract and shall benefit the Town.

19. COLLECTION CONTAINERS

The Contractor shall provide one (1) 96-gallon Solid Waste container as approved by the Director of Public Works to each residential property listed on Exhibit 1. The Contractor shall be responsible to store additional containers and provide distribution of the containers at the commencement of the contract and as needed during its duration.

The Contractor and the Director of Public Works shall determine the containers and/or roll-offs needs of the Town buildings, properties, facilities and events. At no time shall the contractor charge residents for containers.

20. DOCUMENTATION OF SOLID WASTE COLLECTED

The Contractor shall provide to the Director of Public Works, accurate documented tonnage reports monthly for all Solid Waste collected and disposed of. All disposal shall be at a facility duly licensed by the appropriate governmental bodies for the acceptance of Solid Waste as defined herein.

21. LICENSING OF DRIVERS

The Contractor shall ensure that all drivers performing Work under this Contract are properly licensed and trained to operate collection vehicles and shall require that all drivers periodically produce their licenses for examination by the Director of Public Works throughout the term of the Contract.

22. VEHICLES AND EQUIPMENT

a. Number

The Contractor shall provide a sufficient number of vehicles, specifically equipped for Solid Waste collection, to fulfill its responsibilities in compliance with the terms of this Contract, and such sufficiency shall be determined by the Town.

The Town shall have the right at any time to order the Contractor to increase the number of vehicles, if in the Town's judgment such an increase is necessary for the fulfillment of the Contract in an adequate and timely manner. The Town's judgment shall be conclusive. If, upon receipt of any order, the Contractor fails to comply with such order within thirty (30) days, such failure shall constitute a breach of this Contract, and the Contractor shall forfeit in the form of liquidated damages the sum of five hundred (\$500) dollars for each day that the Contractor fails to comply with such Order; said amount is to be imposed for each additional or substitute truck ordered by the Town, but not placed in service by the Contractor.

b. Maintenance

The Contractor shall continually maintain the vehicles and equipment so that they are in good working order and in a clean and sanitary condition at all times. All collection vehicles shall be watertight and readily cleaned. Each vehicle shall be thoroughly cleaned and sanitized inside and outside at least once a week.

c. Reserve Vehicles and Equipment

The Contractor shall be responsible for having available an adequate number of reserve vehicles and equipment in the case of a breakdown, so that there will be no unnecessary or unreasonable delay in the performance of the Work under this Contract.

d. Removal from Service

The Town shall have the right to order the Contractor to remove from service under this Contract any vehicle which does not meet the standards set forth in this Contract and to replace the unsatisfactory vehicle with a satisfactory vehicle.

e. Type

Bodies for the trucks to be used in this Contract for the collection of Solid Waste shall be enclosed Packer Type with a capacity of not more than thirty-one (31) cubic yards by actual measurement. Any deviations from these capacity requirements must be approved by the Director of Public Works or his/her designee.

The body shall be so mounted that when fully loaded, the axle loading shall fall within the maximum load limit per axle as prescribed by state law and municipal code. The Contractor will be permitted to use auxiliary loading equipment and self loading bodies.

f. Labeling

The Contractor shall display the name of the company, the address of his local office and telephone number on each vehicle along with the vehicle number, which shall progress from one upward. The Contractor's name, address and toll-free telephone number shall be lettered at least six (6) inches high and easily visible to the public on each vehicle.

g. List

The Contractor shall furnish the Director of Public Works with a list of all vehicles and equipment, including make, body type and registration, for each vehicle and piece of equipment used to perform Work under this Contract and shall notify the Director of Public Works when a vehicle is no longer in service to the Town.

h. Use

The Contractor shall inform the Director of Public Works which vehicle numbers are being used for collection pursuant to this Contract. In the event the Contractor elects to use a vehicle identified as an "Acton" vehicle under this Contract for any purpose other than the collection and transportation of Solid Waste in fulfilling the obligations of this Contract, the Contractor shall give notice of the proposed use to the Director of Public Works prior to such use. Any such vehicle which has been used to provide collection services to any entity other than the Town shall be emptied and cleaned by the Contractor and shall be subject to inspection by the Town prior to the use of such vehicle to collect waste pursuant to this Contract.

i. Storage

The Contractor shall provide a garage and yard for the equipment which is adequate and sufficient to provide all-weather, year-round operation. Adverse weather, extreme cold temperatures and snow shall not be considered reason for not performing Work hereunder.

j. Inspection

All equipment and facilities used by the Contractor shall be subject to inspection for sanitation, safety and appearance and shall be subject to approval or rejection by the Director of Public Works, or his/her designee, at any time. Rejected equipment will be replaced by the Contractor as soon as reasonably possible.

23. **CONTRACTOR'S ROUTE AND SCHEDULE**

a. Route

The Contractor shall prepare and submit in writing and by a map for approval by the Town, a comprehensive, detailed schedule of the streets, or portions thereof, to be collected. When approved by the Town, the Schedule shall be strictly adhered to by the Contractor. The schedule shall be furnished to the Town at least twenty-one (21) days before the first scheduled day of collection. The Town shall be notified in writing of any request for permanent alteration of the schedule

at least twenty-one (21) days before said proposed alteration is required to be effective.

b. Publication of Schedule

Prior to the date of the first collection, and annually thereafter during the Term of the Contract, the Contractor, at his own expense, shall also mail to each Town residential property listed on Exhibit 1 and publish at least twice in the Beacon Newspaper for Acton a notice approved by the Director of Public Works, setting forth the Contractor's collection schedule and routes and its rules approved by the Director of Public Works. The notice shall set forth information as to how a user can obtain service as well as listing the telephone service line which shall be available for service and complaint calls. Any changes to the approved schedule of collection shall be published in the local newspaper by the Contractor at its expense at least once in each of two successive weeks, prior to the effective date of the schedule or schedule change as applicable. The Contractor, at its expense, shall also notify all parties from whom collections are made, and whose collection date will be changed, by notice delivered by mail or by hand no later than fourteen (14) days before the new collection day takes effect. All notices (both published and delivered) shall include the Contractor's telephone number for complaints.

c. Weather

Weather conditions shall not be a cause for omission of the collection of Solid Waste under the provisions of this Contract. Exceptions will be made for **MAJOR** weather emergencies (e.g., a blizzard or hurricane), but only with consultation with the Director of Public Works or his/her designee. If any street is blocked or closed for any cause, the Contractor shall have the Solid Waste removed to a vehicle as close as possible to the blocked street. Whenever a scheduled collection falls on a legal holiday, said collection shall be made on the following business day and each subsequent collection day delayed one day if necessary and Friday's collection made on Saturday if necessary.

24. **CONTRACTOR'S OPERATIONS**

a. Damage to Town or Private Property

Any damage done to a private property by Contractor's personnel shall as soon as reasonably possible be repaired or paid for by the Contractor after consultation with the private party involved. Any damage to the Town's property shall also as soon as reasonably possible be repaired or paid for by the Contractor after consultation with the Town, or may be repaired by the Town and the cost thereof deducted from any monthly payment. In the event the Town determined that the Contractor has not repaired or paid for such damage as soon as reasonably

possible, the Town may send a notice to the Contractor requiring such action to be completed and setting forth the deadline therefor. For each such notice sent by the Town to the Contractor, the Town may deduct a \$150 administrative fee from any amounts due and owing or that become due and owing under this Contract to the Contractor.

b. Reporting Out-of-Spec Solid Waste

If, in the opinion of the Contractor or one of his employees, the Solid Waste of a particular house should not be collected because of a violation of the conditions of collection as set forth in this Contract, a tag shall be attached by the Contractor to the container stating the reasons therefore, and the Contractor shall immediately report this fact to the Public Works office.

c. Exclusive Use

All Solid Waste collected pursuant to this Contract shall be collected by vehicles which shall be empty and devoid of all waste material prior to the commencement of the next collection day's route. No out of the town Solid Waste, Commercial Refuse or any other Refuse not subject to this Contract shall be mixed with Acton Solid Waste collected pursuant to this Contract. For each occurrence of Solid Waste being collected by the Contractor in violation of this provision, the Town may impose liquidated damages as described herein.

d. Completion of Daily Collection

In the event of a failure of the Contractor to complete the collection program for a particular day's route due to mechanical breakdowns or other problems, the Director of Public Works may employ the services of others to complete the day's route, or until such time as the problem has been resolved to the Director of Public Works or his designee's satisfaction, and the expenses so incurred shall be deducted from the next payment to the Contractor.

e. Complaints

The Contractor shall maintain at his local office an attendant to answer telephone calls throughout the day between the hours of 8:00 a.m. and 5:00 pm., Monday through Friday, and Saturday from 8:00 a.m. until noon. This attendant shall receive and log all calls from the residences and establishments in the Town in a courteous and polite manner and shall resolve all complaints in an expeditious manner. A copy of the log and a record of actions taken shall be furnished to the Director of Public Works, or his/her designee on a daily basis. When the office is closed, the Contractor must provide an automated telephone system or service on their toll-free telephone number so that residents will be able to call in missed pickups, complaints, and requests for information. The Contractor shall add all calls to their daily log.

The Contractor shall abide by the directions of the Director of Public Works or his/her designee with regard to resolving complaints as to the collection and transportation of Solid Waste. All justified complaints of operation received from any of the Town's agents shall be immediately rectified by the Contractor.

f. Spills

The Contractor shall be responsible for immediately cleaning roads of any solid or liquid spills, including Solid Waste, leachate, hydraulic fluid, oil, etc. from any vehicle or equipment performing Work under this Contract. Each truck shall be equipped with hand tools for cleaning up spillage.

g. Emptied Containers

The Contractor is to pay special attention to place rubbish barrels, if used, down at curbside and not throw the barrels into the road or residents' driveways and replace any container covers. Empty receptacles may be placed upside down. Salvaging at any time is strictly prohibited.

h. Contact Information

Throughout the term of the Contract, the Contractor shall maintain an office and an authorized managing agent in Acton (or nearby community approved by the Town) with a toll-free telephone number and shall designate in writing to the Town the agent (supervisor, operations manager, company officer, etc.) upon whom all notices may be served from the Town. Service of such notice upon the Contractor's agent shall always constitute service upon the Contractor.

25. **CONTRACTOR'S EMPLOYEES**

a. Responsibility

The Contractor shall be responsible for all the acts and omissions of its employees, and of all persons directly or indirectly employed by it in connection with the prosecution of the work under this Contract.

b. Number and Type

A sufficient number of employees shall be employed by the Contractor to efficiently perform and complete the Work required by this Contract. Such personnel shall be employees of or have a contractual relationship with the

Contractor. All of the services required hereunder shall be performed by the Contractor or under the supervision of the Contractor, and all personnel engaged in the work shall be fully qualified. The Contractor and employees, agents, servants, or other persons for whose conduct the Contractor is responsible shall not be deemed to be employees of the Town and shall not file any claim or bring any action for any worker's compensation or unemployment benefits and compensation against the Town.

The Contractor shall supply sufficient personnel, including supervisory and management personnel, to perform the services required by this Contract. The Town shall have the right at any time to order the Contractor to increase the number of personnel, if in the Town's judgment such an increase is necessary for fulfillment of the Contract in an adequate and timely manner. The Town's judgment shall be conclusive on this matter. If, upon receipt of any order, the Contractor fails to comply with such order within thirty (30) days, such failure shall constitute a breach of this Contract and the Contractor shall forfeit in the form of liquidated damages the sum of two hundred dollars (\$200) for each day that the Contractor fails to comply with such order; said amount to be imposed for each additional personnel ordered by the Town but not placed in service by the Contractor.

c. Conduct

Contractor shall require its personnel shall behave courteously to all residents and Town employees. Collection and transportation shall be made whenever possible without disrupting or halting vehicular traffic. Contractor agrees that whenever the Town notifies the Contractor in writing that an employee of the Contractor, while performing Work under this Contract is, or was alleged to be incompetent, disorderly, or under the influence of alcohol and/or drugs, to have used inappropriate language to the members of the public, to have committed traffic violations or to have behaved in an otherwise unsatisfactory manner with regard to the Work provided pursuant to this Contract, the Contractor shall promptly investigate such complaint. If the Contractor is unable to correct the problem to the satisfaction of the Town, the Contractor shall no longer assign such employee to perform services to this Contract.

d. Training

The Contractor shall be responsible for providing any and all safety equipment and training required or needed by its employees for the provision of services pursuant to this Contract. The Contractor warrants that all vehicle operators shall be trained in public safety, driving safety and basic first aid before their commencement of services hereunder, and shall at all times while performing such services possess and carry the necessary valid and applicable commercial

vehicle operator's license issued by the Commonwealth of Massachusetts. The Contractor shall see that its vehicle operators comply with all applicable traffic and motor laws and regulations.

26. **LEAF COLLECTION**

In accordance **Exhibit 7**, the Contractor shall be required to provide twelve (12) weeks of curbside leaf and yard waste collection and one week of Christmas Tree collection each year of the Contract Term, to be conducted at the Town's discretion. The Contractor shall make available at cost to each resident of properties listed on Exhibit 1 biodegradable brown paper leaf collection bags upon request. The size and type of such bags shall be determined in consultation with the Director of Public Works. The Contractor shall collect loose leaves and yard waste from whatever receptacle the resident uses; provided however that the Contractor shall not collect leaves in plastic bags. The Contractor may either rip open the plastic bags and empty the leaves into the hopper and store the discarded plastic bags in an appropriate container on the vehicle, or tag the bags with an explanation to the owner as to how to conform to leaf collection requirements. The Town will not be responsible for distributing the leaf collection bags to the community. The Contractor shall take the leaves to the Town's Highway Department facility on Quarry Road and off-load them in strict compliance with the instructions of the Director of Public Works or his designee.

27. **DEFINITIONS**

a. Apartment House/Condominiums/Town Houses/Multi-Family

The term "Apartment House/Condominiums/Town Houses/Multi-Family" as used herein means a residential dwelling with up to and including a maximum of three (3) units.

b. Demolition Debris

The term "Demolition Debris" as used herein means rubbish from construction, remodeling demolition and repair operations on houses, commercial buildings, and other structures, including but not limited to, excavated earth, stones, brick, plaster, wallboard, lumber, rubble, concrete and waste parts occasioned by demolition, installations and repairs.

c. Bulky Item

The term "Bulky Item" shall refer to any large item a resident puts out with their plastic bags or equivalent containers that are **not** on the State of Massachusetts' DEP "Waste Ban List." The term shall also include cathode ray tubes (CRTs) which the Contractor shall collect in accordance with the provisions governing

Bulky Items and properly dispose of in accordance with all applicable laws, rules and regulations.

d. Commercial Establishments

The term “Commercial Establishments” as used herein means any establishment used for commercial (i.e., business or retail) purposes and not for industrial, residential or municipal purposes.

e. Director of Public Works

The term “Director of Public Works” as used herein means the Director of Public Works of the Town of Acton or his successor in title as head of the Department of Public Works.

f. Disposal Cost

The term “Disposal Cost” as used herein means the charge levied by the disposal facility for accepting the Solid Waste, which charge shall be borne by the Contractor.

g. Garbage

The term “Garbage” as used herein means the putrescible waste from handling, processing, storage, sale, preparation, or cooking of food.

h. Holiday

The term “Holiday” when used in connection with days of collection, shall include New Year’s Day, Martin Luther King Day, Washington’s Birthday, Patriot’s Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran’s Day, Thanksgiving Day, Christmas Day and such other days as shall be mutually agreed upon in writing by the Contractor and the Town.

i. Industrial Establishments

The term “Industrial Establishments” as used herein means any establishment used for industrial purposes and not for commercial, residential or municipal purposes.

j. Industrial Waste

The term “Industrial Waste” as used herein means the waste from manufacturing processes, manufacturing operations, food processing plants, slaughter houses and Demolition Debris.

k. Recyclable Material

The term “Recyclable Material” as used herein shall be understood to mean all materials included in the Town’s curbside recycling program which shall include, but is not limited to:

- Newsprint , magazines, white and colored paper, phone books;
- Cardboard (flattened to 3-ft by 3-ft pieces, tied and bundled);
- Plastic bottles (#1 PET and #2 HDPE plastic containers (clear & colored));
- Aluminum cans and containers and aluminum foil products;
- Ferrous (steel/tin) cans;
- Glass jars and bottles (clear and colored glass);
- Junk mail, office paper, and paperboard (cereal and cracker boxes); and
- Plastics #1 thru #7.

l. Refuse

The term “Refuse” as used herein shall include garbage and rubbish from all Town establishments and private noncommercial establishments and residences.

m. Rubbish

The term “Rubbish” as used herein means all non-putrescible waste such as paper, rags, ashes, mattresses, wastes from minor household repairs, wood, paper sacks, boxes, packing materials, Christmas trees, brush (greater than 1: in diameter) securely tied into bundles with no dimension exceeding 4 feet, and all refuse from dwellings.

n. Solid Waste

The term "Solid Waste" as used herein means putrescible or non-putrescible materials, consisting of all combustible and noncombustible solid wastes including garbage, rubbish, refuse, waste, solid waste, broken or rejected matter.

The term "Solid Waste" includes without limitation (i) solid waste as defined under the Massachusetts Solid Waste Management Regulations 310 CMR 19.000, (ii) construction and demolition materials generated from small household repairs when placed in separate barrels and not commingled with other solid waste, and (iii) bulky items.

The term "Solid Waste" excludes (i) septage and sewage, (ii) manure, (iii) Demolition Debris, (iv) industrial wastes, and (v) items on the State’s DEP “waste ban” list.

Industrial wastes, used motor oil, car batteries, paint, automobile parts, automobile tires, and other designated hazardous wastes are exempt from the services required by this Contract.

o. Town

The term “Town” as used herein means the Town of Acton, a municipal corporation, and shall include all streets and ways, all buildings and improvements, as set forth on an official map on file in the Office of the Town Clerk.

p. Transfer Station

The term “Transfer Station” as used herein means a unit in which collection vehicles unload and the Solid Waste is then compacted into trailers. The unit is equipped with one or more hoppers, compaction equipment and tipping floors.

q. Workday

The term “Workday” as used herein means any calendar day on which the Contractor is obligated to perform any service pursuant to the Contract Documents.

r. Yard Waste

The term “Yard Waste” shall mean grass clippings, dead flower and vegetable plants, pine needles/cones, hedge clippings, and brush/branches less than one (1) inch in diameter.

28. **INCONSISTENCY:**

In the event of any inconsistency among the Contract Documents, this Contract shall prevail.

29. **NO WAIVER:**

Any waiver or purported waiver by the Town of any of Contractor's obligations under this Contract shall be of no force or effect unless in writing and signed by the Town Manager. The failure of the Town to insist in any one or more instances upon strict performance of any of Contractor's obligations under this Contract shall not be construed as a waiver of the future performance of any obligation. Forbearance or indulgence in any form or manner by the Town shall not be construed as a waiver, nor in any manner limit the legal or equitable remedies available to the Town. No waiver by the Town of any default or breach shall constitute a waiver of any subsequent default or breach by the Contractor.

30. **CUMULATIVE REMEDIES**

All remedies provided in this Contract are cumulative and not exclusive of each other or of any other remedy available at law or in equity.

31. **NOTICES**

Unless otherwise stated in this Contract, all notices under this Contract shall be given in writing by hand delivery, by first class certified or registered mail, return receipt requested, or by overnight mail, in a sealed envelope, postage prepaid, to be effective on the earlier of (a) the second day following placement in the mail or (b) actual physical delivery to the receiver's address. Notice shall be addressed as follows:

If to The Town: Don P. Johnson
Town Manager
Town Hall
472 Main Street
Acton MA 01720

with copy to: Stephen D. Anderson, Esq.
Anderson & Kreiger, LLP
43 Thorndike Street
Cambridge MA 02141

If to Contractor:

Either party may change the place for the giving of notice to it by like written notice to the other as provided above.

32. **RULES OF CONSTRUCTION**

Unless otherwise specified, the following rules of construction apply to the contract documents.

- a. Singular words include the plural and plural words include the singular.
- b. This Contract has been initially prepared by the Town and reviewed by the Contractor and their professional advisors. This Contract is the product of all of the efforts of the Town and Contractor and their separate advisors, and should not be interpreted in favor of either the Town or Contractor merely because of their respective efforts in preparing it.
- c. All captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions in this Contract.
- d. The terms "include," "including," and "such as" are each to be construed as if followed by the phrase "without limitation."

33. **AMENDMENTS**

No amendment to this Contract is valid unless it is in writing and signed on behalf of the Town by the Town Manager.

34. **FURTHER ASSURANCES**

Contractor shall do or cause to be done, all actions and things necessary, proper, or advisable to effectuate and achieve the central purpose of this Contract and the Work. All incidental work reasonably necessary to complete the Work shall be done by Contractor, without additional charge, notwithstanding that it may have been omitted from the description of the Work in the Contract Documents.

35. **GOVERNING LAW**

This Contract is governed by the Laws of the Commonwealth of Massachusetts.

36. **INDEPENDENT CONTRACTOR**

Contractor will perform the Work as an independent contractor of the Town, and this Contract will not be construed to create a partnership, joint venture or employment relationship between or among Contractor or the Town. Contractor will not represent itself to be an employee or agent of the Town and will not enter into any Contract on the Town's behalf of or in its name. Contractor will retain full control over the manner in which it performs the Work, and full control over the employment, direction, compensation, and discharge of all persons assisting it in performing the Work. Contractor and its employees are not entitled to workers' compensation, retirement, insurance or other benefits afforded to employees of the Town. Contractor is responsible for payment of all taxes arising out of Contractor's business operations and performance of the Work.

37. **NO THIRD PARTY RIGHTS**

The provisions of this Contract are intended solely for the benefit of, and may only be enforced by, the parties hereto and their respective successors and permitted assigns. None of the rights or obligations of the parties herein set forth (or implied) is entitled to confer any claim, cause of action, remedy, defense, legal justification, indemnity, contribution claim, set-off or other right upon, or otherwise inure to the benefit of any contractor, subcontractor, worker, supplier, insurer, surety, guest, member of the public, lender, or other third parties having dealings with either of the parties hereto or involved, in any manner in the performance of this Contract.

38. **SEVERABILITY**

If any term or condition of this Contract is held to be unenforceable, the remaining terms and conditions are binding upon the parties and are enforceable as though the unenforceable provision was not contained in this Contract, except that if the invalid, illegal or unenforceable provision goes to the heart of this Contract, the Contract may be terminated by either party on 10 days prior written notice to the other party hereto.

39. **SURVIVAL**

All provisions of this Contract that may reasonably be interpreted as surviving beyond the term of this Contract, including without limitation those terms specifically identified in the Contract, shall survive the expiration or termination of the term.

40. **COUNTERPARTS**

This Contract may be executed in one or more counterparts, each of which is an original.

41. **OTHER CONTRACTS**

In the event that the Contractor has entered into other agreements with the Town with respect to other projects, the provisions of those agreements shall not apply to the Work covered by this Agreement. The Contractor shall not be deemed to be a qualified contractor of the Town for purposes of any other projects by virtue of having entered into this Agreement or having performed the Work.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals to this Contract in three (3) counterparts, each of which shall be deemed an original, by their duly authorized officers on the date first above written.

WITNESS/ATTEST:

Town of Acton,
a Massachusetts Corporation

[SEAL]

BY:
Name: Don P. Johnson
Title: Town Manager

ACKNOWLEDGMENT

COMMONWEALTH OF MASSACHUSETTS,
COUNTY OF MIDDLESEX, ss:

On this ____ day of _____, 200__, before me, the undersigned Notary Public, personally appeared Don P. Johnson, the Acton Town Manager, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily as the Town Manager of the Town of Acton, the municipal corporation named in the attached instrument, he was authorized to execute this instrument on behalf of the Town of Acton, and he executed the instrument as the act of the Town of Acton.

Notary Public
My Commission Expires:

APPROVED AS TO FORM:

BY: Stephen D. Anderson
NAME: Anderson & Kreiger
TITLE: Town Counsel

CONTRACTOR

WITNESS/ATTEST:

Contractor:

BY

[SEAL]

Its Duly Authorized President

CORPORATE ACKNOWLEDGMENT

COMMONWEALTH OF MASSACHUSETTS,
COUNTY OF MIDDLESEX, ss:

On this ____ day of _____, 200__, before me, the undersigned Notary Public, personally appeared _____, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily as the President of _____, the corporation named in the attached instrument, he was authorized to execute this instrument on behalf of the corporation and he executed the instrument as the act of the corporation.

Notary Public

My Commission Expires:

EXHIBIT 1

**LIST OF COVERED ONE-, TWO- AND THREE-FAMILY
RESIDENTIAL PROPERTIES**

EXHIBIT 2

LIST OF COVERED TOWN BUILDINGS, PROPERTIES, AND FACILITIES

The Contractor shall provide appropriate sized lockable dumpsters and/or Roll-Offs to be determined in consultation with the Director of Public Works at the following locations and empty them on the following schedule:

<i>Location</i>	<i>Number of Dumpster or Roll-offs</i>	<i>Collection Schedule</i>
Town Hall/Library	1	Twice/Week Year Round
Waste Water Treatment Plant	1	Once/ Month Year Round
*North Acton Recreation Area	1	Three times/week during summer (MWF) (N.B.: *This is a public swimming area requiring strict attention to sanitary trash collection.)
West Acton Fire Station	1	Once/Week Year Round
South Acton Fire Station	1	Once/Week Year Round
Acton Center Fire Station	1	Once/Week Year Round
Public Safety Building	1	Once/Week Year Round
Woodlawn Cemetery Building	1	Once/Week Year Round
Senior Center	1	Once/Week Year Round
At the Highway Facility		
- Dumpster for trash	1	Once/Week Year Round
- Roll off for scrap metal	1	As Required Year Round
- Roll off for tires	1	As Required Year Round
Windsor Building (Food Pantry)	1	Once/Week Year Round

The Contractor will provide suitable covered barrels that can be chained in place to prevent turnover and theft at the following locations. The barrels shall be emptied 3 times per week. The Contractor shall clean up and remove any trash around the barrels. The barrels shall be selected, sized and placed at locations specified by the Director of Public Works.

<i>Location</i>	<i>Number of Barrels</i>	<i>Collection Schedule</i>
North Acton Recreation Area	5	Three times/week Year Round
Great Hill Recreation Area	2	Three times/week Year Round
Arboretum	3	Three times/week Year Round
Woodlawn Field	2	Three times/week Seasonal (taken in during the winter)
Hart Field	1	Three times/week Seasonal (taken in during the winter)
MacPherson Field	1	Three times/week Seasonal (taken in during the winter)
School Street Fields	2	Three times/week Seasonal (taken in during the winter)
Jones Field	2	Three times/week Seasonal (taken in during the winter)
Elm Street Playground	2	Three times/week Seasonal (taken in during the winter)
Gardner Field	2	Three times/week Seasonal (taken in during the winter)
Veterans Field	3	Three times/week Seasonal (taken in during the winter)
Mount Hope Cemetery	2	Three times/week Seasonal (taken in during the winter)
Woodlawn Cemetery	1	Three times/week Seasonal (taken in during the winter)

EXHIBIT 3

LIST OF COVERED TOWN EVENTS

The Contractor will provide additional Solid Waste collection service and provide containers as necessary for up to 15 special Town events. These events may require weekend and holiday service. The Town will give 30 days notice to the Contractor prior to the event. The following list of events is representative of the events where services will be needed. It is subject to changes, additions, deletions etc.

<i>Location</i>	<i>Number of Containers</i>	<i>Collection Schedule</i>
At North Acton Recreation Area		
4 th of July	Empty all containers right before and right after the event. Provide and collect additional dumpster at upper parking lot	Once/Year
Acton Day (September)	Empty existing containers right before and right after event	Once/Year
Earth Day (April)	Empty existing containers right before and right after event	Once/Year
Winter Fest (January/February)	Empty existing containers right before and right after event	Once/Year
At The School Street Fields		
Patriots Day	One large dumpster	Once/Year
At West Acton		
Oktoberfest	Approx 20 barrels to be emptied the day of the event	Once/Year
At the Library		
Two Book Sale Days	Empty existing containers right before and right after event	Twice/Year
At the Highway Facility		
Town wide Acton Clean Up Days	Empty existing containers right before and right after event	Twice/Year
Hazardous Waste Days	Empty existing containers right before and right after event	Twice/Year

In addition to the above the Contractor shall have the following containers for rent to private parties who hold functions on municipal properties:

EXHIBIT 4
TOWN BYLAW ON SOLID WASTE COLLECTION FEES

EXHIBIT 5

LIST OF PREVAILING WAGES

EXHIBIT 6

Contractor's Receipt of Payment; Release and Waiver of Lien

EXHIBIT 7

SCHEDULE AND SPECIFICATIONS FOR COLLECTION OF LEAVES, YARD WASTE AND CHRISTMAS TREES

Leaf and yard waste collection shall take place weekly on trash day during the following twelve (12) week periods.

- Last 2 weeks of April and the first four weeks of May, and
- Last 2 weeks of October and the first four weeks of November

All leaves and yard waste shall be collected in barrels or biodegradable brown paper leaf collection bags. No plastic bags or boxes will be accepted. The Contractor will deliver such waste to the Highway facility on Quarry Road (or other location designated by the Director of Public Works) and unload per the direction of the Director of Public Works or his/her designee.

Tree branches less than 3 feet long and 2 inches thick shall be bundled and tied with string (no wire). The bundles shall be less than 30 inches in diameter and weigh less than 50 lbs. The branches shall be kept separate from the yard waste and leaves and be unloaded per the direction of the Director of Public Works or his/her designee.

Christmas trees will be collected:

- the second week of January on the regular trash day.

Trees must be free of tinsel to be accepted. No other yard wastes will be accepted at the January collection time. The Contractor will deliver the trees to the Quarry Road facility or other designated location.

All deliveries to the Quarry Road facility or other designated location shall be between the hours of 7 am to 3pm, Monday thru Friday.

CLERK'S CERTIFICATE

The undersigned _____, Clerk of
_____ (Contractor) does hereby certify on behalf of the
Contractor that _____ is the President of the Contractor,
that s/he or any other officer of the Contractor, can exercise such power and perform such duties
as usually accompanies such office, and implicit in such power is the authority to execute a
contract and any other related document with the Town of Acton, Massachusetts, providing for
curbside Solid Waste collection, hauling and disposal services, and there is no current intention
to remove _____ from his office.

IN WITNESS WHEREOF, the undersigned has hereunto set his/her hand this xxxxxxxx.

[INSERT CONTRACTOR INFORMATION]

BY: _____

EXHIBIT 4

PROPOSED FORM OF RECYCLING CONTRACT

CONTRACT AND SPECIFICATIONS FOR CURBSIDE RECYCLING

THIS CONTRACT is made on the ____ day of _____, 200_, by and between the Town of Acton, a Massachusetts municipal corporation with its principal place of business at Town Hall, 472 Main Street, Acton, MA 01720, acting through its Town Manager hereinafter called "Town," and _____, a _____ corporation with its principal place of business at _____, and with a Tax ID No. of _____, hereinafter called "Contractor."

The Town and the Contractor, for adequate consideration the receipt and sufficiency of which are hereby acknowledged, agree as follows:

1. STATEMENT OF WORK.

The Contractor shall furnish all labor, supervision, services, equipment, transportation, required materials, supplies, insurance and other resources to perform and complete the following work in strict accordance with the Contract Documents identified in Section 4 of this Contract, all of which are incorporated herein by reference and are made a part hereof, and in accordance with all applicable laws, bylaws, rules and regulations in force and effect during the Term of the Contract:

the curbside collection, hauling, processing, and marketing and/or disposal of all residential and municipal Recyclable Materials as set forth herein (the "Work").

During the Term of the Contract, in accordance with the schedule set forth herein, the Contractor shall provide the service of curbside collection, hauling, processing, and marketing and/or disposal of Recyclable Materials generated from:

- all one-, two- and three-family residential properties listed on **Exhibit 1** hereto on a weekly basis,
- all Town buildings, properties, and facilities listed on **Exhibit 2** hereto on a weekly basis, and
- all Town events listed on **Exhibit 3** hereto on the regular schedule therein specified.

[Drafting Note: The above corresponds to Alternative 2 in the RFP. The above description will be modified if Alternative 1A or 1B is selected in the proposal process, and corresponding changes will be made in the Contract as necessary.]

The Contractor will collect from all stops with the understanding that the number of stops will vary over time. All marketing and/or disposal shall be at a facility duly licensed, if necessary, for the acceptance of Recyclable Materials by the appropriate governmental bodies having competent jurisdiction. Unless otherwise allowed by the Town in writing, collection of Recyclable Materials shall coincide with collection of Solid Waste.

2. TERM OF CONTRACT.

The Contractor shall commence Work under this Contract on the date specified in the Town's written Notice of to Proceed ("Commencement Date").

Unless sooner terminated by the Town as set forth herein, or unless extended at the Town's option as set forth below, this Contract shall terminate on the fifth anniversary of the Commencement Date.

At the Town's option exercised by written notice sent to the Contractor at least sixty (60) days before the fifth anniversary of the Commencement Date, this Contract may be extended for an additional period of three years. At the Town's option exercised by written notice sent to the Contractor at least sixty (60) days before the end of the first renewal term, this Contract may be extended for another additional period of three years.

The Term of this Contract shall be the period from the Commencement Date until the termination date, including any extension term as set forth above.

Time is of the essence in the performance and completion of the Work set forth herein.

3. THE CONTRACT PRICE.

As part of the process of moving to curbside collection of Recyclable Materials, the Town has adopted [**Drafting Comment: Bylaw has not yet been adopted; text assumes it will be.**] a Bylaw pursuant to which all costs of this contract (less any amount that the Town may in its discretion appropriate for a given year to defray Recyclable Materials Collection costs and less any amount to be paid by the Town under this contract for that year for services pertaining to municipal buildings, properties, and/or events) shall be borne by the owners of those properties receiving Recyclable Materials collection services under the contract. A true copy of the Bylaw is attached as **Exhibit 4**. A true copy of the properties receiving Recyclable Materials collection services under the contract is attached as **Exhibit 1**. The Contractor is hereby authorized to issue invoices to and collect Recyclable Materials Collection Fees from the owners of those properties receiving Recyclable Materials collection services under the contract listed on **Exhibit 1** for the appropriate portion of the contract costs not paid directly by the Town by voluntary appropriation and/or according to the fee schedule established from time-to-time by the Board of Selectmen pursuant to this Bylaw. The fee schedule shall be allocated among property owners based on the following total contract cost for the following years:

Contract Year	Curbside Recycling Charge
9/1/05-8/31/06	
9/1/06-8/31/07	
9/1/07-8/31/08	
9/1/08-8/31/09	
9/1/09-8/31/10	
Sub-Total Years 1-5	
First Renewal Term	
9/1/10-8/31/11	
9/1/11-8/31/12	
9/1/12-8/31/13	
Sub-Total Years 6-8	
Second Renewal Term	
9/1/13-8/31/14	
9/1/14-8/31/15	
9/1/15-8/31/16	
Sub-Total Years 9-12	
Total Years 1-12	

The Town shall itself pay the Contractor only for the performance of the Contract for services pertaining to municipal buildings, properties, and/or events listed on **Exhibits 2 and 3**, in current funds, subject to any additions and deductions as provided in the Contract Documents, the following amounts:

**[INSERT APPROPRIATE AGREED UPON PRICES FOR RECYCLABLE MATERIALS
PER RFP]**

Contract Year	Alternate No. 1A	Alternate No. 1B	Alternate No. 2
9/1/05-8/31/06			
9/1/06-8/31/07			
9/1/07-8/31/08			
9/1/08-8/31/09			
9/1/09-8/31/10			
Sub-Total Years 1-5			
First Renewal Term			
9/1/10-8/31/11			
9/1/11-8/31/12			
9/1/12-8/31/13			
Sub-Total Years 6-8			
Second Renewal Term			
9/1/13-8/31/14			
9/1/14-8/31/15			
9/1/15-8/31/16			
Sub-Total Years 9-12			
Total Years 1-12			

On or before the seventh day of each month, the Contractor shall submit to the Town an invoice for one-twelfth (1/12) of the foregoing annual Contract price for services pertaining to municipal buildings, properties, and/or events listed on **Exhibits 2 and 3**. The Contractor shall be paid monthly by the Town for the Work performed during the preceding month for services pertaining to municipal buildings, properties, and/or events listed on **Exhibits 2 and 3**. Each monthly payment shall be one-twelfth of the foregoing annual Contract amount for services pertaining to municipal buildings, properties, and/or events listed on **Exhibits 2 and 3**, subject to any additions and deductions (including liquidated damages) as set forth herein.

The Contractor specifically agrees to be responsible for all costs associated with the performance of the Work. The Work to be provided and paid for by the Contractor is subject to the prevailing wage rate provisions of the Massachusetts General Laws Chapter 149, Section 26 through 27H. Attached hereto as **Exhibit 5** is the determination of the commissioner of labor and industries of the current prevailing rates of wages to be paid with respect to the Work covered by the Contract. The prevailing wage rate determinations shall be updated and such rates shall be paid as required by law during the term of the Contract.

The Town and the property owners from whom collections are authorized to be made shall be responsible to pay the Contractor only to their respective amounts under the Contract and the fee schedule promulgated under the Bylaw. Except with respect to the number of additional residential properties described in the next paragraph, any increase in costs to the Contractor, for any reason, during the Contract term shall be borne solely by the Contractor.

Under the terms of this Contract, the Contractor will be required to collect Recyclable Materials from all one-, two- and three-family residential properties within the Town listed on **Exhibit 1**. The current number of such properties listed on Exhibit 1 is **[INSERT NUMBER]**. This number may grow over time during the Term of the Contract. For each new one-, two- and three-family residential property receiving Recyclable Materials collection services under the contract, the fee schedule promulgated pursuant to the Bylaw shall govern the amount that can be charged to the owner of such property for Recyclable Materials Collection services. The number of additional one-, two- and three-family residential properties occupied in excess of **[INSERT NUMBER]** will be reviewed every year of the Term and verified by the records of the Building Inspector and Chief Assessor.

4. **CONTRACT DOCUMENTS.**

The Contract shall consist of the following component parts, all of which are incorporated herein by reference and made a part hereof:

- a. Request for Bids dated September ____, 2004, with all Exhibits and Addenda thereto;
- b. Contractor's Bid dated _____, 2004;

- c. This Contract and its Exhibits ____-____;
- d. Town's instructions to Proposers;
- e. The bid bond, performance bond, payment bond, and any provisions of local, State or Federal law, bylaws or regulations which are part of this contract by reference;
- f. Notice of Award dated _____, 2005; and
- g. Notice to Proceed to be issued upon final execution by the parties hereto.

5. REQUIRED STATUTORY TERMS AND CONDITIONS.

This Contract hereby incorporates by reference any and all provisions required by statute or other applicable law to be included within a municipal contract for the curbside collection, hauling, processing, and marketing and/or disposal of residential and municipal Recyclable Materials.

6. CONTRACTOR'S WORK

- a. The Contractor shall perform all Work required under the terms and conditions in this Contract and as required in the Contract Documents and the bid specifications for the Work. The Work includes, without limitation, all labor and materials, equipment, services and other items required to complete the Work, except to the extent expressly indicated by the Request for Proposals to be the responsibility of others.
- b. The Contractor shall perform and complete all Work to the satisfaction of the Town. If Contractor fails to carry out Work in accordance with this Contract, the Town will provide notice, oral or written, to Contractor of Contractor's failure. If Contractor does not immediately commence and correct such failure, with diligence and promptness, the Town may, without prejudice to any other right or remedy it may have, make good these deficiencies, deduct the cost to the Town from any payments then or thereafter due to Contractor, and be reimbursed by Contractor for any costs incurred by the Town in excess of moneys then and thereafter due to Contractor.

7. TOWN'S RESPONSIBILITIES

- a. The Town will cooperate with Contractor in scheduling the Contractor's Work.
- b. The Town will give instructions directly to the designated supervisory representative of Contractor,

- c. The Town will pay Contractor for its share of the Work in accordance with this Contract.

8. **CONTRACTOR'S RESPONSIBILITIES:**

- a. Contractor shall cooperate with the Town in scheduling and performing Contractor's Work and shall avoid any delay the performance of the Work. The Contractor shall collect according to collection routes approved by the Director of Public Works, or his authorized personnel.

- b. Contractor shall perform all Work diligently and expeditiously, and consistent with this Contract. Contractor shall pay for all materials, equipment and labor used in connection with the performance of the Work and shall furnish evidence, satisfactory to the Town, verifying compliance with the Contract's requirements.

- c. Contractor shall comply with all laws, bylaws, ordinances, rules, regulations, decisions and orders of public authorities in force and effect during the Term of the Contract including any subsequent changes and any applicable judicial or administrative interpretations of such laws, bylaws, ordinances, rules and regulations ("Laws") bearing on the performance of its Work under this Contract, including without limitation, federal, state and local tax Laws, social security Laws, unemployment compensation Laws, environmental Laws, labor Laws, and workers' compensation Laws insofar as applicable to the performance of its Work under this Contract, the cost of which has been included by Contractor in its proposal. Unless otherwise expressly stated in this Contract, Contractor shall secure and pay for all approvals, permits, fees, licenses and inspections necessary or appropriate for the proper execution and completion of its Work, the cost of which has been included by Contractor in its proposal. Contractor shall take any and all reasonable and prudent safety precautions with respect to the performance of its Work and the prevention of injury to persons or damage to property; and shall (without limitation or effect on its own liabilities and responsibilities to ensure safety) comply with any safety measures requested by the Town and with applicable Laws for the safety of persons and property.

- d. If the Contractor or its agents, employees, or subcontractors violates any Laws, the Contractor shall bear all costs arising therefrom and defend, indemnify and hold the Town harmless from any and all such costs. To the extent that the Contractor is responsible for wages, benefits, overtime wages or other labor related costs, expenses or penalties as a result of applicable Laws, the Contractor shall be and is solely responsible for such wages, other labor related costs, expenses and/or penalties and the Town shall not have any responsibility to make any such payment, and further, the Contractor shall indemnify, defend and hold the Town harmless for all such wages, labor costs, expenses and/or penalties, including but not limited to any determination or judgment related thereto and any attorney fees incurred by the Town in relation thereto or the defense thereof.

d. Contractor shall maintain records as reasonably necessary to comply with this Contract and as may be reasonably requested by the Town. The Town may gain access, at all reasonable times and upon reasonable notice, to Contractor to the records maintained by Contractor with respect to services performed or to be performed under this Contract.

9. **INDEMNIFICATION:**

To the fullest extent permitted by Law, Contractor shall indemnify, defend (with counsel acceptable to the Town) and hold harmless the Town of Acton, and its boards, commissions, officers, employees, agents, successors, and assigns, from and against any and all suits, claims, damages, costs, fines, penalties, and fees, including but not limited to reasonable legal fees and collection costs for successfully establishing the right to indemnification, arising out of, in connection with or resulting from Contractor's obligations, liabilities, performance, breach or failure to perform the Work under this Contract, whether directly or by or through Contractor's subcontractors, anyone directly or indirectly employed by Contractor or Contractor's subcontractors. This indemnity is effective regardless of whether or not any claim, damage, loss or expense is caused in part by the party indemnified, but will not cover liability that results from the sole negligence or misconduct of the indemnified party.

This defense, indemnification and hold harmless by the Contractor shall include without limitation any and all damage to property or injury to or death of any person, including without limitation employees of the Contractor or its agents, servants or subcontractors. This indemnification is not limited by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor under workers' compensation acts, disability acts, or other employee benefit acts. This indemnification Contract shall survive the expiration or termination of this Contract.

10. **CHANGE ORDERS**

The Town may make changes in the Scope of Work required by this Contract by issuing written modifications, additions, deletions or other revisions. Upon receipt of a change order, Contractor, PRIOR to the commencement of any Work covered by the change order, shall submit in writing to the Town any proposed adjustments to the contract sum for approval by the Town, at the Town's discretion. No change order Work may be performed without approval and authorization from the Town. The Town may elect to cancel this Contract and arrange for another contractor to provide the Work and change order Work if the Town and Contractor are unable to agree on change order costs. If such cancellation is made, the Town will pay Contractor for Work performed pro-rated through the date of cancellation. If any Work is deleted from the Scope of Work under this Contract by change order issued by the Town, then the Town is entitled to an appropriate credit against the payments required hereunder.

11. CLAIMS AND DISPUTES

All claims, disputes and other matters in question between the parties, arising out of or relating to this Contract or an alleged breach thereof, shall be decided only in the Superior Court of Massachusetts in Middlesex County, or the District Court of Massachusetts, the Concord Division.

12. CONTRACT SUMS

- a. The Town will pay Contractor for its share of the Work performed, the sums provided in this Contract at the time or times provided in this Contract, which sums shall also be set forth in separate purchase orders.
- b. A document entitled "Contractor's Receipt of Payment; Release and Waiver of Lien" as set forth in **Exhibit 6** to this Contract shall accompany any Contractor invoice for payment under this Contract. This fully executed release (Exhibit 6) is a condition precedent to payment of any Contractor invoice.

13. INSURANCE AND BONDS

a. Prior to providing any Work, and continuously throughout the Term of the Contract, the Contractor shall obtain and maintain insurance as specified below, from companies duly authorized to do business in the Commonwealth of Massachusetts and satisfactory to the Town, and in such forms as shall protect the Contractor and the Town from claims which may arise out of or result from the Contractor's Work under this Contract, whether such Work is performed by the Contractor or anyone directly or indirectly employed by or retained by the Contractor, or anyone for whose acts the Contractor may be liable, and which shall protect the Town and its employees, agents and officials, from all claims and liability for damages for bodily injury, including accidental death and for property damage which may arise from operations under this Contract. Specifically and without limitation, the Contractor shall procure and maintain, and shall cause all subcontractors to procure and maintain, insurance of the following types of coverage and limits of liability:

- (1) Comprehensive General Liability including Completed Operations and Independent Contractors Coverage, and a "Broad Form" Coverage Endorsement that must include Contractual Liability, Personal Injury, Bodily Injury, Property Damage, Premises Operation, Contractor's Protective and Completed Operations, and Public Liability Insurance Coverage. The minimum limit is \$2,000,000 per occurrence for Bodily Injury and \$1,000,000 for Property Damage, each on a combined single limit basis, of which none may be excess coverage. Such policy shall also include Owner's Protective Insurance secured by the Contractor on behalf

of the Town of Acton which will directly protect the Town and/or its employees, agents and officers from liability for bodily injuries, including accidental death, and for property damage in the amounts required in above.

- (2) Workers' Compensation Insurance and disability benefits as required by the General Laws of the Commonwealth of Massachusetts and other similar employee benefit acts, but in any event, in an amount not less than two hundred thousand dollars (\$200,000).
- (3) Automobile Bodily Injury and Property Damage limits of at least \$2,000,000 for Bodily Injury and \$1,000,000 Property Damages Liability Insurance covering the operation of all motor vehicles operated in connection with the prosecution of the Work under this Contract .
- (4) Employers' Liability Insurance of at least \$1,000,000.
- (5) Statutory Disability Insurance if required in Massachusetts.

b. All coverages must be primary (unless otherwise noted), must be written on an occurrence basis and must be maintained without interruption from the date of the Contract until the date of termination of the Contract.

c. The Town of Acton shall be named as an additional insured on the Comprehensive General Liability Policy and the Comprehensive Automobile Policy with respect to all Work performed on behalf of the Town. Certificates of insurance acceptable to the Town must be filed with the Town prior to commencement of Contractor's Work and shall be updated annually. The certificates and the insurance required by this Contract must not expire for at least one year from the date of issuance and must contain a provision that coverages afforded under the policies will not be canceled or allowed to expire unless the Town has received at least 30 days prior written notice. The insuring company must be reputable, admitted to do business in Massachusetts and have a rating by A.M. Best of at least A. Such certificates shall not merely name the types of policies provided, but shall specifically refer to this Contract and shall state that such insurance is as required by this Contract. The Contractor shall make no claims against the Town, its employees, agents, attorneys or officers for any injury to any of his officers or employees or for damage to his trucks or equipment arising out of work contemplated by this Contract.

d. The Contractor shall furnish, at the time of the execution of the contract, a Performance Bond and a labor and materials or payment bond, each in the sum of one hundred (100%) percent of the fiscal year's total proposal price with a surety company as

surety, acceptable to the Acton Board of Selectmen and duly authorized to provide surety bonds in the Commonwealth of Massachusetts, including any options elected by the Town, for the faithful performance of this Contract. Said bonds shall be executed yearly, shall be obtained and delivered to the Town thirty days prior to the Commencement Date and as applicable the commencement of each subsequent year of the Contract or any extensions thereof, and shall be a condition precedent to the continuation of the contract and each and any renewal thereof. The premiums for said bonds shall be paid for by the Contractor and are included in the contract price.

e. The Contractor shall, upon execution of this Contract, furnish a sufficient security conforming in all respects to General Laws Chapter 30, Sections 39A, for payment of all rental and transportation charges for the hire or use of dump trucks upon the Contract, on a surety company qualified to do business under the Laws of the Commonwealth of Massachusetts and satisfactory to the Town, the premiums for which shall be paid for by the Contractor and are included in the contract price.

14. **INTEGRATED CONTRACT**

The contract documents listed in Paragraph 4 represent the entire and integrated Contract between the parties and supersede prior representations or Contracts, whether oral or written.

15. **TERMINATION**

a. The Town is entitled to immediately terminate this Contract by written notice to Contractor upon the occurrence of any of the following events:

- (i) Failure of Contractor to commence the Work as required by the contract documents.
- (ii) Failure of Contractor to make prompt payments to any subcontractors, materialmen or laborers.
- (iii) Failure of Contractor to employ an adequate amount or quality of personnel or equipment to complete the Work without delay.
- (iv) Failure of Contractor to perform any of its obligations under this Contract.
- (v) Adjudication of Contractor as a bankrupt, either by voluntary or involuntary proceedings.
- (vi) Any general assignment by Contractor for the benefit of its creditors.

- (vii) Appointment of a receiver for Contractor on account of its insolvency.
- (viii) Any other act of insolvency by or against Contractor, or failure to meet its financial obligations.
- (ix) In the event the Contractor is also the Town's Contractor for collection, hauling and disposal of Solid Waste, the Town may without penalty terminate this Recycling Contract in the event the Town has terminated the Solid Waste Contract for any reason.

b. Upon any termination of the Contract by the Town, the Town may take possession of all materials, equipment, supplies and all other property purchased specifically for the performance of the Work, and to the extent permitted by law use all of this property to complete the Work in any manner the Town deems desirable, including, without limitation, engaging the services of other parties. The Town will reimburse the Contractor at Contractor's cost, for this material, equipment, supplies or other property, or credit these sums against moneys owed to the Town. If the cost to the Town for the completion of the Work exceeds the amount of the unpaid portion of the Contract Sum, the Contractor shall pay the Town an amount equal to the excess. The proper exercise of the Town's right of termination shall be in addition to, and not in substitution for, any other lawful remedy provided by this Contract or by law. Failure of the Town to provide such notice of termination in the event of a default shall not act as a waiver of any prior or subsequent default, nor as a waiver of the right to terminate in the event of default.

c. In the event of bankruptcy or insolvency of the Contractor, then this Contract may be immediately terminated by the Town and in such case this Contract shall not be treated as an asset of the Contractor after said termination. This Contract is not assignable either voluntarily, involuntarily or by process of law, and shall not be or come under control of creditors or trustees of the Contractor in case of bankruptcy or insolvency, but shall be subject to termination as provided herein.

d. If at any time sufficient funds are not appropriated by Town Meeting for the purposes payment for the Work under this Contract, the Town may terminate this Contract by written notice to the Contractor, and the Town shall not be obligated to make any further payments for Work performed after the effective date of the notice of termination as set forth therein.

16. **LIQUIDATED DAMAGES**

a. Upon notification from the Town of a violation of the Contract, the Contractor shall take whatever steps may be necessary to investigate and remedy the cause of any complaint. Failure to remedy the cause of the complaint shall be considered a material breach of the Contract.

b. For the purpose of computing liquidated damages under the provision of this section for certain specified violations of this Contract, it is agreed that the Town may deduct from payments due or to become due the Contractor, the following amounts as liquidated damages:

- | | | |
|-----|---|----------------------------|
| (1) | Failure to clean up spilled Recyclable Materials | \$100 each instance |
| (2) | Failure to clean vehicle or conveyances, as provided for in the specifications | \$100 each instance |
| (3) | Failure or neglect to collect Recyclable Materials on those times as provided by this Contract within twenty-four hours | \$500 each failure/neglect |
| (4) | Failure or neglect to furnish or publish a schedule or revised schedule of collection and marketing | \$1,000 each instance |
| (5) | Failure to place container for Recyclable Materials curbside | \$100 each instance |
| (6) | Improper Disposal: Reimburse Town's fees and costs incurred with respect thereto plus \$10,000 each instance | |

c. Liquidated damages shall be determined by the Town, whose decision in the matter shall be final and binding, unless appealed in writing within five (5) days after notice.

d. The Contractor acknowledges and agrees that the liquidated damages provided herein are not a penalty, but rather a fair measure of damage which will be sustained by the Town in the event of such a violation by the Contractor. The Town shall have the right to withhold the amount of liquidated damage assessed from any payment owed to the Contractor as a credit or set-off of such amount. The Town's failure to assess liquidated damage shall not constitute a waiver of its right to hold the Contractor in default, nor does the Town waive its right to claim and collect damages for the Contractor's default.

17. **ASSIGNMENT, SUBCONTRACTING OR DELEGATION**

a. The Contractor shall not subcontract or delegate any Work to be performed in connection with this Contract unless the Town shall first approve the same in writing in advance, which approval may be granted or withheld in the Town's sole and absolute discretion, and Contractor shall provide any information and documents (including contracts and lien waivers) with respect to any third party that the Town requests. If the Town disapproves thereof, any assignment, subcontracting or delegation shall be null and void.

b. Contractor shall require in writing that each subcontractor or delegee performing any Work under this Contract shall be bound to the Contractor by the terms of this Contract and will assume to Contractor all obligations for its part of the Work, including, without limitation, those as to insurance, which Contractor has assumed to the Town.

Notwithstanding any such subcontract or delegation of any Work, the Contractor shall remain responsible to the Town for the performance of all of the terms and conditions to be performed by the Contractor under this Contract.

c. The Contractor shall not assign any of the monies payable under this Contract, or any claim thereto, unless by consent of the Town Manager and the Town Treasurer.

d. The Town may assign this Contract to an assignee acceptable to the Town, as long as assignee assumes and also becomes responsible to Contractor for the performance of all of the terms and conditions to be performed by the Town under this Contract.

18. **WARRANTIES**

a. Contractor warrants to the Town that all materials and equipment furnished by Contractor related to this Contract will be fit and appropriate for their function and use. Further, all Work performed by Contractor shall be in a first class manner, and diligently and timely performed under the requirements of this Contract.

b. Contractor warrants to the Town that it is a duly organized and validly existing corporation or partnership (as indicated above), that the performance of the Work required of it under this Contract does not violate its organization documents and that the execution and delivery of this Contract and the performance by Contractor of all Work required of it hereunder has been duly authorized by all necessary legal action.

c. All warranties (express or implied) available to the Town under this Contract shall survive the expiration or termination of this Contract and shall benefit the Town.

19. **COLLECTION CONTAINERS**

The Contractor shall provide one (1) **55-gallon** Recyclable Materials container as approved by the Director of Public Works to each residential property listed on Exhibit 1. The Contractor shall be responsible to store additional containers and provide distribution of the containers at the commencement of the contract and as needed or requested by residents during its duration.

At no time shall the contractor charge residents for containers.

The Contractor and the Director of Public Works shall determine the recyclable containers and/or roll-offs needed for the Town buildings, properties, facilities and events, and the Contractor shall supply those without additional charge.

20. DOCUMENTATION OF RECYCLABLE MATERIALS COLLECTED

The Contractor shall provide to the Director of Public Works, accurate documented tonnage reports monthly for all Recyclable Materials collected and disposed of. All marketing and/or disposal shall be at a facility duly licensed as may be necessary by the appropriate governmental bodies for the acceptance of Recyclable Materials as defined herein.

21. LICENSING OF DRIVERS

The Contractor shall ensure that all drivers performing Work under this Contract are properly licensed and trained to operate collection vehicles and shall require that all drivers periodically produce their licenses for examination by the Director of Public Works throughout the term of the Contract.

22. VEHICLES AND EQUIPMENT

a. Number

The Contractor shall provide a sufficient number of vehicles, specifically equipped for Recyclable Materials collection, to fulfill its responsibilities in compliance with the terms of this Contract, and such sufficiency shall be determined by the Town.

The Town shall have the right at any time to order the Contractor to increase the number of vehicles, if in the Town's judgment such an increase is necessary for the fulfillment of the Contract in an adequate and timely manner. The Town's judgment shall be conclusive. If, upon receipt of any order, the Contractor fails to comply with such order within thirty (30) days, such failure shall constitute a breach of this Contract, and the Contractor shall forfeit in the form of liquidated damages the sum of five hundred (\$500) dollars for each day that the Contractor fails to comply with such Order; said amount is to be imposed for each additional or substitute truck ordered by the Town, but not placed in service by the Contractor.

b. Maintenance

The Contractor shall continually maintain the vehicles and equipment so that they are in good working order and in a clean and sanitary condition at all times. All collection vehicles shall be watertight and readily cleaned. Each vehicle shall be thoroughly cleaned and sanitized inside and outside at least once a week.

c. Reserve Vehicles and Equipment

The Contractor shall be responsible for having available an adequate number of reserve vehicles and equipment in the case of a breakdown, so that there will be

no unnecessary or unreasonable delay in the performance of the Work under this Contract.

d. Removal from Service

The Town shall have the right to order the Contractor to remove from service under this Contract any vehicle which does not meet the standards set forth in this Contract and to replace the unsatisfactory vehicle with a satisfactory vehicle.

e. Type

The bodies for the trucks to be used to collect Recyclable Materials shall be able to be compartmentalized to accommodate the collection of all Recyclable Materials and have a capacity of not more than thirty-three (33) cubic yards by actual measurement. Any deviations from these capacity requirements must be approved by the Director of Public Works or his/her designee.

The body shall be so mounted that when fully loaded, the axle loading shall fall within the maximum load limit per axle as prescribed by state law and municipal code. The Contractor will be permitted to use auxiliary loading equipment and self loading bodies.

f. Labeling

The Contractor shall display the name of the company, the address of his local office and telephone number on each vehicle along with the vehicle number, which shall progress from one upward. The Contractor's name, address and toll-free telephone number shall be lettered at least six (6) inches high and easily visible to the public on each vehicle.

g. List

The Contractor shall furnish the Director of Public Works with a list of all vehicles and equipment, including make, body type and registration, for each vehicle and piece of equipment used to perform Work under this Contract and shall notify the Director of Public Works when a vehicle is no longer in service to the Town.

h. Use

The Contractor shall inform the Director of Public Works which vehicle numbers are being used for collection pursuant to this Contract. In the event the Contractor elects to use a vehicle identified as an "Acton" vehicle under this Contract for any purpose other than the collection and transportation of Recyclable Materials in

fulfilling the obligations of this Contract, the Contractor shall give notice of the proposed use to the Director of Public Works prior to such use. Any such vehicle which has been used to provide collection services to any entity other than the Town shall be emptied and cleaned by the Contractor and shall be subject to inspection by the Town prior to the use of such vehicle to collect waste pursuant to this Contract.

i. Storage

The Contractor shall provide a garage and yard for the equipment which is adequate and sufficient to provide all-weather, year-round operation. Adverse weather, extreme cold temperatures and snow shall not be considered reason for not performing Work hereunder.

j. Inspection

All equipment and facilities used by the Contractor shall be subject to inspection for sanitation, safety and appearance and shall be subject to approval or rejection by the Director of Public Works, or his/her designee, at any time. Rejected equipment will be replaced by the Contractor as soon as reasonably possible.

23. **CONTRACTOR'S ROUTE AND SCHEDULE**

a. Route

The Contractor shall prepare and submit in writing and by a map for approval by the Town, a comprehensive, detailed schedule of the streets, or portions thereof, to be collected. When approved by the Town, the Schedule shall be strictly adhered to by the Contractor. The schedule shall be furnished to the Town at least twenty-one (21) days before the first scheduled day of collection. The Town shall be notified in writing of any request for permanent alteration of the schedule at least twenty-one (21) days before said proposed alteration is required to be effective.

b. Publication and Notification of Schedule

The approved schedule of collection and any approved schedule changes shall be published in the local newspaper by the Contractor at its expense at least once in each of two successive weeks, prior to the effective date of the schedule or schedule change as applicable.

Prior to the date of the first collection, the Contractor, at his own expense, shall also mail to each Town residential property listed on Exhibit 1 and publish at least twice in the Beacon Newspaper for Acton a notice approved by the Director of Public Works, setting forth the Contractor's collection schedule and routes and its

rules approved by the Director of Public Works. The notice shall set forth information as to how a user can obtain service as well as listing the telephone service line which shall be available for service and complaint calls.

The Contractor shall, at his own expense, design, print and distribute via mail a recycling brochure to Town residents prior to the date of the first collection. The brochure shall identify the type of materials, which are considered recyclable, the schedule of recyclables collection, special notification requirements for metals and white goods collection, requirements for preparation/packaging of recyclables and any restriction recyclables collection.

Thereafter, the Contractor shall publish and circulate notices approved by the Director of Public Works, whenever there is a change in schedule, routes, rules or telephone number for the service line. The Contractor shall report in writing to the Director of Public Works whenever it publishes and circulates a notice to users.

The Contractor, at its expense, shall also notify all parties from whom collections are made, and whose collection date will be changed, by notice delivered by mail or by hand no later than fourteen (14) days before the new collection day takes effect. All notices shall include the Contractor's telephone number for complaints.

c. Weather

Weather conditions shall not be a cause for omission of the collection of Recyclable Materials under the provisions of this Contract. Exceptions will be made for **MAJOR** weather emergencies (e.g., a blizzard or hurricane), but only with consultation with the Director of Public Works or his/her designee. If any street is blocked or closed for any cause, the Contractor shall have the Recyclable Materials removed to a vehicle as close as possible to the blocked street. Whenever a scheduled collection falls on a legal holiday, said collection shall be made on the following business day and each subsequent collection day delayed one day if necessary and Friday's collection made on Saturday if necessary.

24. **CONTRACTOR'S OPERATIONS**

a. Damage to Town or Private Property

Any damage done to a private property by Contractor's personnel shall as soon as reasonably possible be repaired or paid for by the Contractor after consultation with the private party involved. Any damage to the Town's property shall also as soon as reasonably possible be repaired or paid for by the Contractor after consultation with the Town, or may be repaired by the Town and the cost thereof deducted from any monthly payment. In the event the Town determined that the Contractor has not repaired or paid for such damage as soon as reasonably

possible, the Town may send a notice to the Contractor requiring such action to be completed and setting forth the deadline therefor. For each such notice sent by the Town to the Contractor, the Town may deduct a \$150 administrative fee from any amounts due and owing or that become due and owing under this Contract to the Contractor.

b. Reporting Out-of-Spec Recyclable Materials

If, in the opinion of the Contractor or one of his employees, the Recyclable Materials of a particular house should not be collected because of a violation of the conditions of collection as set forth in this Contract, a tag shall be attached by the Contractor to the container stating the reasons therefore, and the Contractor shall immediately report this fact to the Public Works office.

c. Exclusive Use

All Recyclable Materials collected pursuant to this Contract shall be collected by vehicles which shall be empty and devoid of all waste material prior to the commencement of the next collection day's route. No out of the town Recyclable Materials, Commercial Refuse or any other Refuse not subject to this Contract shall be mixed with Acton Recyclable Materials collected pursuant to this Contract. For each occurrence of Recyclable Materials being collected by the Contractor in violation of this provision, the Town may impose liquidated damages as described herein.

d. Completion of Daily Collection

In the event of a failure of the Contractor to complete the collection program for a particular day's route due to mechanical breakdowns or other problems, the Director of Public Works may employ the services of others to complete the day's route, or until such time as the problem has been resolved to the Director of Public Works or his designee's satisfaction, and the expenses so incurred shall be deducted from the next payment to the Contractor.

e. Complaints

The Contractor shall maintain at his local office an attendant to answer telephone calls throughout the day between the hours of 8:00 a.m. and 5:00 pm., Monday through Friday, and Saturday from 8:00 a.m. until noon. This attendant shall receive and log all calls from the residences and establishments in the Town in a courteous and polite manner and shall resolve all complaints in an expeditious manner. A copy of the log and a record of actions taken shall be furnished to the Director of Public Works, or his/her designee on a daily basis. When the office is closed, the Contractor must provide an automated telephone system or service on

their toll-free telephone number so that residents will be able to call in missed pickups, complaints, and requests for information. The Contractor shall add all calls to their daily log.

The Contractor shall abide by the directions of the Director of Public Works or his/her designee with regard to resolving complaints as to the collection and transportation of Recyclable Materials. All justified complaints of operation received from any of the Town's agents shall be immediately rectified by the Contractor.

f. Spills

The Contractor shall be responsible for immediately cleaning roads of any solid or liquid spills, including Recyclable Materials, leachate, hydraulic fluid, oil, etc. from any vehicle or equipment performing Work under this Contract. Each truck shall be equipped with hand tools for cleaning up spillage.

g. Emptied Containers

The Contractor is to pay special attention to place emptied containers down at curbside and not throw the containers into the road or residents' driveways and replace any container covers. Empty receptacles may be placed upside down. Salvaging at any time is strictly prohibited.

h. Contact Information

Throughout the term of the Contract, the Contractor shall maintain an office and an authorized managing agent in Acton (or nearby community approved by the Town) with a toll-free telephone number and shall designate in writing to the Town the agent (supervisor, operations manager, company officer, etc.) upon whom all notices may be served from the Town. Service of such notice upon the Contractor's agent shall always constitute service upon the Contractor.

i. Disposal In Certain Circumstances

Landfilling or incineration of any marketable Recyclable Materials is not allowed; however, if the Contractor documents in writing to the Town that it has collected Recyclable Materials that cannot be successfully marketed and receives advance written permission to dispose of those materials from the Director of Public Works, the Contractor shall dispose of those materials in a lawful manner at a duly licensed facility, and the Contractor expressly accepts responsibility for such disposal and shall hold the Town harmless from any liability arising out of such disposal. Any cost for such disposal shall be the sole responsibility of the Contractor.

25. **CONTRACTOR'S EMPLOYEES**

a. Responsibility

The Contractor shall be responsible for all the acts and omissions of its employees, and of all persons directly or indirectly employed by it in connection with the prosecution of the work under this Contract.

b. Number and Type

A sufficient number of employees shall be employed by the Contractor to efficiently perform and complete the Work required by this Contract. Such personnel shall be employees of or have a contractual relationship with the Contractor. All of the services required hereunder shall be performed by the Contractor or under the supervision of the Contractor, and all personnel engaged in the work shall be fully qualified. The Contractor and employees, agents, servants, or other persons for whose conduct the Contractor is responsible shall not be deemed to be employees of the Town and shall not file any claim or bring any action for any worker's compensation or unemployment benefits and compensation against the Town.

The Contractor shall supply sufficient personnel, including supervisory and management personnel, to perform the services required by this Contract. The Town shall have the right at any time to order the Contractor to increase the number of personnel, if in the Town's judgment such an increase is necessary for fulfillment of the Contract in an adequate and timely manner. The Town's judgment shall be conclusive on this matter. If, upon receipt of any order, the Contractor fails to comply with such order within thirty (30) days, such failure shall constitute a breach of this Contract and the Contractor shall forfeit in the form of liquidated damages the sum of two hundred dollars (\$200) for each day that the Contractor fails to comply with such order; said amount to be imposed for each additional personnel ordered by the Town but not placed in service by the Contractor.

c. Conduct

Contractor shall require its personnel shall behave courteously to all residents and Town employees. Collection and transportation shall be made whenever possible without disrupting or halting vehicular traffic. Contractor agrees that whenever the Town notifies the Contractor in writing that an employee of the Contractor, while performing Work under this Contract is, or was alleged to be incompetent, disorderly, or under the influence of alcohol and/or drugs, to have used inappropriate language to the members of the public, to have committed traffic violations or to have behaved in an otherwise unsatisfactory manner with regard

to the Work provided pursuant to this Contract, the Contractor shall promptly investigate such complaint. If the Contractor is unable to correct the problem to the satisfaction of the Town, the Contractor shall no longer assign such employee to perform services to this Contract.

d. Training

The Contractor shall be responsible for providing any and all safety equipment and training required or needed by its employees for the provision of services pursuant to this Contract. The Contractor warrants that all vehicle operators shall be trained in public safety, driving safety and basic first aid before their commencement of services hereunder, and shall at all times while performing such services possess and carry the necessary valid and applicable commercial vehicle operator's license issued by the Commonwealth of Massachusetts. The Contractor shall see that its vehicle operators comply with all applicable traffic and motor laws and regulations.

26. **DEFINITIONS**

a. Apartment House/Condominiums/Town Houses/Multi-Family

The term "Apartment House/Condominiums/Town Houses/Multi-Family" as used herein means a residential dwelling with up to and including a maximum of three (3) units.

b. Demolition Debris

The term "Demolition Debris" as used herein means rubbish from construction, remodeling demolition and repair operations on houses, commercial buildings, and other structures, including but not limited to, excavated earth, stones, brick, plaster, wallboard, lumber, rubble, concrete and waste parts occasioned by demolition, installations and repairs.

c. Bulky Item

The term "Bulky Item" shall refer to any large item a resident puts out with their plastic bags or equivalent containers that are **not** on the State of Massachusetts' DEP "Waste Ban List." The term shall also include cathode ray tubes (CRTs) which shall be collected and disposed of under the Contract for Solid Waste Disposal of even date herewith.

d. Commercial Establishments

The term “Commercial Establishments” as used herein means any establishment used for commercial (i.e., business or retail) purposes and not for industrial, residential or municipal purposes.

e. Director of Public Works

The term “Director of Public Works” as used herein means the Director of Public Works of the Town of Acton or his successor in title as head of the Department of Public Works.

f. Recycling Cost

The term “Recycling Cost” as used herein means the costs to collect, haul and market the Recyclable Materials, which costs shall be borne by the Contractor.

g. Garbage

The term “Garbage” as used herein means the putrescible waste from handling, processing, storage, sale, preparation, or cooking of food.

h. Holiday

The term “Holiday” when used in connection with days of collection, shall include New Year’s Day, Martin Luther King Day, Washington’s Birthday, Patriot’s Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran’s Day, Thanksgiving Day, Christmas Day and such other days as shall be mutually agreed upon in writing by the Contractor and the Town.

i. Industrial Establishments

The term “Industrial Establishments” as used herein means any establishment used for industrial purposes and not for commercial, residential or municipal purposes.

j. Industrial Waste

The term “Industrial Waste” as used herein means the waste from manufacturing processes, manufacturing operations, food processing plants, slaughter houses and Demolition Debris.

k. Recyclable Material

The term “Recyclable Material” as used herein shall be understood to mean all materials included in the Town’s curbside recycling program which shall include, but is not limited to:

- Newsprint , magazines, white and colored paper, phone books;
- Cardboard (flattened to 3-ft by 3-ft pieces, tied and bundled);
- Plastic bottles (#1 PET and #2 HDPE plastic containers (clear & colored));
- Aluminum cans and containers and aluminum foil products;
- Ferrous (steel/tin) cans;
- Glass jars and bottles (clear and colored glass);
- Junk mail, office paper, and paperboard (cereal and cracker boxes); and
- Plastics #1 thru #7.

l. Refuse

The term “Refuse” as used herein shall include garbage and rubbish from all Town establishments and private noncommercial establishments and residences.

m. Rubbish

The term “Rubbish” as used herein means all non-putrescible waste such as paper, rags, ashes, mattresses, wastes from minor household repairs, wood, paper sacks, boxes, packing materials, Christmas trees, brush (greater than 1: in diameter) securely tied into bundles with no dimension exceeding 4 feet, and all refuse from dwellings.

n. Solid Waste

The term "Solid Waste" as used herein means putrescible or non-putrescible materials, consisting of all combustible and noncombustible solid wastes including garbage, rubbish, refuse, waste, solid waste, broken or rejected matter.

The term "Solid Waste" includes without limitation (i) solid waste as defined under the Massachusetts Solid Waste Management Regulations 310 CMR 19.000, (ii) construction and demolition materials generated from small household repairs when placed in separate barrels and not commingled with other solid waste, and (iii) bulky items.

The term "Solid Waste" excludes (i) septage and sewage, (ii) manure, (iii) Demolition Debris, (iv) industrial wastes, (v) items on the State’s DEP “waste ban” list.

Industrial wastes, used motor oil, car batteries, paint, automobile parts, automobile tires, and other designated hazardous wastes are exempt from the services required by this Contract.

o. Town

The term “Town” as used herein means the Town of Acton, a municipal corporation, and shall include all streets and ways, all buildings and improvements, as set forth on an official map on file in the Office of the Town Clerk.

p. Transfer Station

The term “Transfer Station” as used herein means a unit in which collection vehicles unload and the Recyclable Materials is then compacted into trailers. The unit is equipped with one or more hoppers, compaction equipment and tipping floors.

q. Workday

The term “Workday” as used herein means any calendar day on which the Contractor is obligated to perform any service pursuant to the Contract Documents.

r. Yard Waste

The term “Yard Waste” shall mean grass clippings, dead flower and vegetable plants, pine needles/cones, hedge clippings, and brush/branches less than one (1) inch in diameter.

27. **INCONSISTENCY:**

In the event of any inconsistency among the Contract Documents, this Contract shall prevail.

28. **NO WAIVER:**

Any waiver or purported waiver by the Town of any of Contractor's obligations under this Contract shall be of no force or effect unless in writing and signed by the Town Manager. The failure of the Town to insist in any one or more instances upon strict performance of any of Contractor's obligations under this Contract shall not be construed as a waiver of the future performance of any obligation. Forbearance or indulgence in any form or manner by the Town shall not be construed as a waiver, nor in any manner limit the legal or equitable remedies available to the Town. No waiver by the Town of any default or breach shall constitute a waiver of any subsequent default or breach by the Contractor.

29. **CUMULATIVE REMEDIES**

All remedies provided in this Contract are cumulative and not exclusive of each other or of any other remedy available at law or in equity.

30. **NOTICES**

Unless otherwise stated in this Contract, all notices under this Contract shall be given in writing by hand delivery, by first class certified or registered mail, return receipt requested, or by overnight mail, in a sealed envelope, postage prepaid, to be effective on the earlier of (a) the second day following placement in the mail or (b) actual physical delivery to the receiver's address. Notice shall be addressed as follows:

If to The Town: Don P. Johnson
Town Manager
Town Hall
472 Main Street
Acton MA 01720

with copy to: Stephen D. Anderson, Esq.
Anderson & Kreiger, LLP
43 Thorndike Street
Cambridge MA 02141

If to Contractor:

Either party may change the place for the giving of notice to it by like written notice to the other as provided above.

31. **RULES OF CONSTRUCTION**

Unless otherwise specified, the following rules of construction apply to the contract documents.

- a. Singular words include the plural and plural words include the singular.
- b. This Contract has been initially prepared by the Town and reviewed by the Contractor and their professional advisors. This Contract is the product of all of the efforts of the Town and Contractor and their separate advisors, and should not be interpreted in favor of either the Town or Contractor merely because of their respective efforts in preparing it.

- c. All captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions in this Contract.
- d. The terms “include,” “including,” and “such as” are each to be construed as if followed by the phrase “without limitation.”

32. **AMENDMENTS**

No amendment to this Contract is valid unless it is in writing and signed on behalf of the Town by the Town Manager.

33. **FURTHER ASSURANCES**

Contractor shall do or cause to be done, all actions and things necessary, proper, or advisable to effectuate and achieve the central purpose of this Contract and the Work. All incidental work reasonably necessary to complete the Work shall be done by Contractor, without additional charge, notwithstanding that it may have been omitted from the description of the Work in the Contract Documents.

34. **GOVERNING LAW**

This Contract is governed by the Laws of the Commonwealth of Massachusetts.

35. **INDEPENDENT CONTRACTOR**

Contractor will perform the Work as an independent contractor of the Town, and this Contract will not be construed to create a partnership, joint venture or employment relationship between or among Contractor or the Town. Contractor will not represent itself to be an employee or agent of the Town and will not enter into any Contract on the Town’s behalf of or in its name. Contractor will retain full control over the manner in which it performs the Work, and full control over the employment, direction, compensation, and discharge of all persons assisting it in performing the Work. Contractor and its employees are not entitled to workers' compensation, retirement, insurance or other benefits afforded to employees of the Town. Contractor is responsible for payment of all taxes arising out of Contractor’s business operations and performance of the Work.

36. **NO THIRD PARTY RIGHTS**

The provisions of this Contract are intended solely for the benefit of, and may only be enforced by, the parties hereto and their respective successors and permitted assigns. None of the rights or obligations of the parties herein set forth (or implied) is entitled to confer any claim, cause of action, remedy, defense, legal justification, indemnity, contribution claim, set-off or other right upon, or otherwise inure to the benefit of any contractor, subcontractor, worker, supplier, insurer, surety, guest, member of the public, lender, or other third parties having

dealings with either of the parties hereto or involved, in any manner in the performance of this Contract.

37. **SEVERABILITY**

If any term or condition of this Contract is held to be unenforceable, the remaining terms and conditions are binding upon the parties and are enforceable as though the unenforceable provision was not contained in this Contract, except that if the invalid, illegal or unenforceable provision goes to the heart of this Contract, the Contract may be terminated by either party on 10 days prior written notice to the other party hereto.

38. **SURVIVAL**

All provisions of this Contract that may reasonably be interpreted as surviving beyond the term of this Contract, including without limitation those terms specifically identified in the Contract, shall survive the expiration or termination of the term.

39. **COUNTERPARTS**

This Contract may be executed in one or more counterparts, each of which is an original.

40. **OTHER CONTRACTS**

In the event that the Contractor has entered into other agreements with the Town with respect to other projects, the provisions of those agreements shall not apply to the Work covered by this Agreement. The Contractor shall not be deemed to be a qualified contractor of the Town for purposes of any other projects by virtue of having entered into this Agreement or having performed the Work.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals to this Contract in three (3) counterparts, each of which shall be deemed an original, by their duly authorized officers on the date first above written.

WITNESS/ATTEST:

Town of Acton,
a Massachusetts Corporation

BY:

[SEAL]

Name: Don P. Johnson
Title: Town Manager

ACKNOWLEDGMENT

COMMONWEALTH OF MASSACHUSETTS,
COUNTY OF MIDDLESEX, ss:

On this ____ day of _____, 200__, before me, the undersigned Notary Public, personally appeared Don P. Johnson, the Acton Town Manager, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily as the Town Manager of the Town of Acton, the municipal corporation named in the attached instrument, he was authorized to execute this instrument on behalf of the Town of Acton, and he executed the instrument as the act of the Town of Acton.

Notary Public
My Commission Expires:

APPROVED AS TO FORM:

BY: Stephen D. Anderson
NAME: Anderson & Kreiger
TITLE: Town Counsel

CONTRACTOR

WITNESS/ATTEST:

Contractor:

BY

[SEAL]

Its Duly Authorized President

CORPORATE ACKNOWLEDGMENT

COMMONWEALTH OF MASSACHUSETTS,
COUNTY OF MIDDLESEX, ss:

On this ____ day of _____, 200__, before me, the undersigned Notary Public, personally appeared _____, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily as the President of _____, the corporation named in the attached instrument, he was authorized to execute this instrument on behalf of the corporation and he executed the instrument as the act of the corporation.

Notary Public

My Commission Expires:

EXHIBIT 1

**LIST OF COVERED ONE-, TWO- AND THREE-FAMILY
RESIDENTIAL PROPERTIES**

EXHIBIT 2

LIST OF COVERED TOWN BUILDINGS, PROPERTIES, AND FACILITIES

The Contractor shall provide appropriate sized lockable dumpsters and recycling containers to be determined in consultation with the Director of Public Works at the following locations and empty them on the following schedule:

<i>Location</i>	<i>Number of Containers</i>	<i>Collection Schedule</i>
Town Hall/Library	1	Twice/Week Year Round
Waste Water Treatment Plant	1	Once/ Month Year Round
*North Acton Recreation Area	1	Three times/week during summer (MWF) (N.B.: *This is a public swimming area requiring strict attention to sanitary trash collection.)
West Acton Fire Station	1	Once/Week Year Round
South Acton Fire Station	1	Once/Week Year Round
Acton Center Fire Station	1	Once/Week Year Round
Public Safety Building	1	Once/Week Year Round
Woodlawn Cemetery Building	1	Once/Week Year Round
Senior Center	1	Once/Week Year Round
At the Highway Facility	1	
Windsor Building (Food Pantry)	1	Once/Week Year Round

The Contractor will provide suitable covered containers that can be chained in place to prevent turnover and theft at the following locations. The containers shall be emptied 3 times per week. The Contractor shall clean up and remove any trash around the containers. The containers shall be sized and placed at locations specified by the Director of Public Works.

<i>Location</i>	<i>Number of Containers</i>	<i>Collection Schedule</i>
North Acton Recreation Area	5	Three times/week Year Round
Great Hill Recreation Area	2	Three times/week Year Round
Arboretum	3	Three times/week Year Round
Woodlawn Field	2	Three times/week Seasonal (taken in during the winter)
Hart Field	1	Three times/week Seasonal (taken in during the winter)
MacPherson Field	1	Three times/week Seasonal (taken in during the winter)
School Street Fields	2	Three times/week Seasonal (taken in during the winter)
Jones Field	2	Three times/week Seasonal (taken in during the winter)
Elm Street Playground	2	Three times/week Seasonal (taken in during the winter)
Gardner Field	2	Three times/week Seasonal (taken in during the winter)
Veterans Field	3	Three times/week Seasonal (taken in during the winter)
Mount Hope Cemetery	2	Three times/week Seasonal (taken in during the winter)
Woodlawn Cemetery	1	Three times/week Seasonal (taken in during the winter)

EXHIBIT 3

LIST OF COVERED TOWN EVENTS

The Contractor will provide additional Solid Waste collection and recycling services and provide containers as necessary for up to 15 special Town events. These events may require weekend and holiday service. The Town will give 30 days notice to the Contractor prior to the event. The following list of events is representative of the events where services will be needed. It is subject to changes, additions, deletions etc.

<i>Location</i>	<i>Number of Containers</i>	<i>Collection Schedule</i>
At North Acton Recreation Area		
4 th of July	Empty all containers right before and right after the event. Provide and collect additional containers at upper parking lot	Once/Year
Acton Day (September)	Empty existing containers right before and right after event	Once/Year
Earth Day (April)	Empty existing containers right before and right after event	Once/Year
Winter Fest (January/February)	Empty existing containers right before and right after event	Once/Year
At The School Street Fields		
Patriots Day	Provide and collect one large container.	Once/Year
At West Acton		
Oktoberfest	Provide 20 containers to be placed next to trash barrels, and collect same	Once/Year
At the Library		
Two Book Sale Days	Provide and collect one recycling container suitable for unsold books. Empty existing containers right before and right after event.	Twice/Year
At the Highway Facility		
Town wide Acton Clean Up Days	Empty existing containers right before and right after event	Twice/Year
Hazardous Waste Days	Empty existing containers right before and right after event	Twice/Year

In addition to the above the Contractor shall have the following containers for rent to private parties who hold functions on municipal properties.

EXHIBIT 4

TOWN BYLAW ON RECYCLABLE MATERIALS COLLECTION FEES

EXHIBIT 5
LIST OF PREVAILING WAGES

EXHIBIT 6

Contractor's Receipt of Payment; Release and Waiver of Lien

CLERK'S CERTIFICATE

The undersigned _____, Clerk of
_____ (Contractor) does hereby certify on behalf of the
Contractor that _____ is the President of the Contractor,
that s/he or any other officer of the Contractor, can exercise such power and perform such duties
as usually accompanies such office, and implicit in such power is the authority to execute a
contract and any other related document with the Town of Acton, Massachusetts, providing for
curbside Recyclable Materials collection, hauling, processing and marketing and/or disposal
services, and there is no current intention to remove
_____ from his office.

IN WITNESS WHEREOF, the undersigned has hereunto set his/her hand this xxxxxx.

[INSERT CONTRACTOR INFORMATION]

BY: _____

EXHIBIT 5

**LIST OF COVERED ONE-, TWO- AND THREE-FAMILY
RESIDENTIAL PROPERTIES**

Single Family

7 ADAMS ST
25 ADAMS ST
27 ADAMS ST
29 ADAMS ST
31 ADAMS ST
33 ADAMS ST
39 ADAMS ST
1 AGAWAM RD
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2 ALBERTINE DR
3 ALCOTT ST
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2 APPLE VALLEY DR
3 APPLE VALLEY DR
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1 ASHWOOD RD

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5 ASHWOOD RD
6 ASHWOOD RD
7 ASHWOOD RD
8 ASHWOOD RD
1 ASSABET CRSG
2 ASSABET CRSG
4 ASSABET CRSG
6 ASSABET CRSG
8 ASSABET CRSG
10 ASSABET CRSG
12 ASSABET CRSG
14 ASSABET CRSG
3 AUTUMN LN
4 AUTUMN LN
5 AUTUMN LN
6 AUTUMN LN
1 AYER RD
2 AYER RD
3 AYER RD
4 AYER RD
5 AYER RD
6 AYER RD
7 AYER RD
8 AYER RD
9 AYER RD
10 AYER RD
3 BADGER CIR
4 BADGER CIR
5 BADGER CIR
4 BALSAM DR
9 BALSAM DR
10 BALSAM DR
11 BALSAM DR
12 BALSAM DR
14 BALSAM DR
15 BALSAM DR
3 BARKER RD
5 BARKER RD
7 BARKER RD
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12 BARKER RD
15 BARKER RD
16 BARKER RD
3 BAXTER RD
4 BAXTER RD
5 BAXTER RD
6 BAXTER RD
7 BAXTER RD

8 BAXTER RD	12 BILLINGS ST	1 BREEZY POINT RD
9 BAXTER RD	15 BILLINGS ST	2 BREEZY POINT RD
6 BAYBERRY RD	16 BILLINGS ST	3 BREEZY POINT RD
8 BAYBERRY RD	17 BILLINGS ST	4 BREEZY POINT RD
10 BAYBERRY RD	19 BILLINGS ST	5 BREEZY POINT RD
12 BAYBERRY RD	20 BILLINGS ST	6 BREEZY POINT RD
18 BAYBERRY RD	2 BIRCH RIDGE RD	7 BREEZY POINT RD
20 BAYBERRY RD	4 BIRCH RIDGE RD	8 BREEZY POINT RD
21 BAYBERRY RD	6 BIRCH RIDGE RD	9 BREEZY POINT RD
22 BAYBERRY RD	8 BIRCH RIDGE RD	10 BREEZY POINT RD
1 BELLANTONI DR	10 BIRCH RIDGE RD	11 BREEZY POINT RD
2 BELLANTONI DR	12 BIRCH RIDGE RD	12 BREEZY POINT RD
3 BELLANTONI DR	13 BIRCH RIDGE RD	14 BREEZY POINT RD
4 BELLANTONI DR	14 BIRCH RIDGE RD	1 BROADVIEW ST
5 BELLANTONI DR	15 BIRCH RIDGE RD	2 BROADVIEW ST
6 BELLANTONI DR	17 BIRCH RIDGE RD	3 BROADVIEW ST
1 BERRY LN	18 BIRCH RIDGE RD	4 BROADVIEW ST
2 BERRY LN	19 BIRCH RIDGE RD	5 BROADVIEW ST
3 BERRY LN	20 BIRCH RIDGE RD	6 BROADVIEW ST
4 BERRY LN	21 BIRCH RIDGE RD	7 BROADVIEW ST
5 BERRY LN	23 BIRCH RIDGE RD	8 BROADVIEW ST
6 BERRY LN	25 BIRCH RIDGE RD	9 BROADVIEW ST
7 BERRY LN	1 BLACK HORSE DR	10 BROADVIEW ST
8 BERRY LN	2 BLACK HORSE DR	11 BROADVIEW ST
9 BERRY LN	3 BLACK HORSE DR	12 BROADVIEW ST
10 BERRY LN	4 BLACK HORSE DR	13 BROADVIEW ST
11 BERRY LN	6 BLACK HORSE DR	14 BROADVIEW ST
12 BERRY LN	8 BLACK HORSE DR	3 BROMFIELD RD
14 BERRY LN	9 BLACK HORSE DR	5 BROMFIELD RD
3 BETSY ROSS CIR	11 BLACK HORSE DR	6 BROMFIELD RD
4 BETSY ROSS CIR	12 BLACK HORSE DR	7 BROMFIELD RD
6 BETSY ROSS CIR	14 BLACK HORSE DR	8 BROMFIELD RD
7 BETSY ROSS CIR	16 BLACK HORSE DR	9 BROMFIELD RD
8 BETSY ROSS CIR	18 BLACK HORSE DR	10 BROMFIELD RD
3 BEVERLY RD	19 BLACK HORSE DR	11 BROMFIELD RD
5 BEVERLY RD	20 BLACK HORSE DR	12 BROMFIELD RD
6 BEVERLY RD	21 BLACK HORSE DR	17 BROMFIELD RD
7 BEVERLY RD	22 BLACK HORSE DR	18 BROMFIELD RD
8 BEVERLY RD	23 BLACK HORSE DR	19 BROMFIELD RD
9 BEVERLY RD	24 BLACK HORSE DR	40 BROOK ST
10 BEVERLY RD	25 BLACK HORSE DR	42 BROOK ST
13 BEVERLY RD	26 BLACK HORSE DR	2 BROOKSIDE CIR
14 BEVERLY RD	27 BLACK HORSE DR	3 BROOKSIDE CIR
15 BEVERLY RD	28 BLACK HORSE DR	4 BROOKSIDE CIR
16 BEVERLY RD	29 BLACK HORSE DR	5 BROOKSIDE CIR
3 BILLINGS ST	30 BLACK HORSE DR	6 BROOKSIDE CIR
5 BILLINGS ST	3 BRAEBROOK RD	7 BROOKSIDE CIR
6 BILLINGS ST	4 BRAEBROOK RD	8 BROOKSIDE CIR
7 BILLINGS ST	5 BRAEBROOK RD	10 BROOKSIDE CIR
8 BILLINGS ST	6 BRAEBROOK RD	1 BROOKSIDE CR
10 BILLINGS ST	8 BRAEBROOK RD	1 BRUCEWOOD RD
11 BILLINGS ST	11 BRAEBROOK RD	2 BRUCEWOOD RD

4 BRUCEWOOD RD
 6 BRUCEWOOD RD
 7 BRUCEWOOD RD
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 58 BRUCEWOOD RD
 60 BRUCEWOOD RD
 2 BULETTE RD
 3 BULETTE RD
 4 BULETTE RD
 6 BULETTE RD
 11 BULETTE RD
 15 BULETTE RD
 16 BULETTE RD
 19 BULETTE RD
 22 BULETTE RD
 1 CANDIDA LN
 2 CANDIDA LN
 3 CANDIDA LN
 4 CANDIDA LN
 5 CANDIDA LN
 6 CANDIDA LN
 1 CAPT BROWNS LN
 3 CAPT BROWNS LN
 4 CAPT BROWNS LN
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7 CAPT BROWNS LN
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 28 CAPT BROWNS LN
 29 CAPT BROWNS LN
 31 CAPT BROWNS LN
 2 CAPT FORBUSH LN
 3 CAPT FORBUSH LN
 4 CAPT FORBUSH LN
 5 CAPT FORBUSH LN
 6 CAPT FORBUSH LN
 7 CAPT FORBUSH LN
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 9 CAPT FORBUSH LN
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 14 CARLISLE RD
 16 CARLISLE RD
 20 CARLISLE RD
 22 CARLISLE RD
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 36 CARLISLE RD
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 43 CARLISLE RD

46 CARLISLE RD
 1 CARLTON DR
 2 CARLTON DR
 3 CARLTON DR
 4 CARLTON DR
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 9 CARLTON DR
 10 CARLTON DR
 11 CARLTON DR
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 28 CARLTON DR
 30 CARLTON DR
 32 CARLTON DR
 1 CARRIAGE DR
 3 CARRIAGE DR
 4 CARRIAGE DR
 5 CARRIAGE DR
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 7 CARRIAGE DR
 8 CARRIAGE DR
 9 CARRIAGE DR
 10 CARRIAGE DR
 11 CARRIAGE DR
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 15 CARRIAGE DR
 17 CARRIAGE DR
 1 CASTLE DR
 2 CASTLE DR
 3 CASTLE DR
 4 CASTLE DR
 5 CASTLE DR
 6 CASTLE DR
 7 CASTLE DR
 8 CASTLE DR
 2 CEDAR TERR
 4 CEDAR TERR
 11 CENTRAL ST
 14 CENTRAL ST
 15 CENTRAL ST
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427 CENTRAL ST
430 CENTRAL ST
436 CENTRAL ST
455 CENTRAL ST
5 CHADWICK ST
6 CHADWICK ST
14 CHADWICK ST
18 CHADWICK ST
56 CHARTER RD
60 CHARTER RD
63 CHARTER RD
64 CHARTER RD
65 CHARTER RD
68 CHARTER RD
69 CHARTER RD
73 CHARTER RD
74 CHARTER RD
75 CHARTER RD
76 CHARTER RD
78 CHARTER RD
79 CHARTER RD
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81 CHARTER RD
84 CHARTER RD
86 CHARTER RD
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90 CHARTER RD
91 CHARTER RD
93 CHARTER RD
95 CHARTER RD
97 CHARTER RD
99 CHARTER RD
101 CHARTER RD
102 CHARTER RD
103 CHARTER RD
104 CHARTER RD
2 CHEROKEE RD
3 CHEROKEE RD
4 CHEROKEE RD
5 CHEROKEE RD
6 CHEROKEE RD
7 CHEROKEE RD
8 CHEROKEE RD
10 CHEROKEE RD
12 CHEROKEE RD

13 CHEROKEE RD	40 CONANT ST	99 CONCORD RD
14 CHEROKEE RD	41 CONANT ST	103 CONCORD RD
16 CHEROKEE RD	42 CONANT ST	105 CONCORD RD
17 CHEROKEE RD	44 CONANT ST	107 CONCORD RD
18 CHEROKEE RD	45 CONANT ST	109 CONCORD RD
19 CHEROKEE RD	46 CONANT ST	111 CONCORD RD
20 CHEROKEE RD	47 CONANT ST	113 CONCORD RD
21 CHEROKEE RD	48 CONANT ST	115 CONCORD RD
22 CHEROKEE RD	50 CONANT ST	117 CONCORD RD
23 CHEROKEE RD	51 CONANT ST	127 CONCORD RD
3 CHERRY RIDGE RD	52 CONANT ST	129 CONCORD RD
5 CHERRY RIDGE RD	53 CONANT ST	1 CONQUEST WY
6 CHERRY RIDGE RD	56 CONANT ST	3 COOLIDGE DR
7 CHERRY RIDGE RD	59 CONANT ST	4 COOLIDGE DR
8 CHERRY RIDGE RD	60 CONANT ST	5 COOLIDGE DR
9 CHERRY RIDGE RD	61 CONANT ST	6 COOLIDGE DR
10 CHERRY RIDGE RD	62 CONANT ST	7 COOLIDGE DR
14 CHERRY RIDGE RD	63 CONANT ST	8 COOLIDGE DR
15 CHERRY RIDGE RD	64 CONANT ST	9 COOLIDGE DR
16 CHERRY RIDGE RD	65 CONANT ST	11 COOLIDGE DR
17 CHERRY RIDGE RD	9 CONANT ST REAR	12 COOLIDGE DR
18 CHERRY RIDGE RD	2 CONCETTA CIR	13 COOLIDGE DR
5 CHURCH ST	4 CONCETTA CIR	14 COOLIDGE DR
7 CHURCH ST	6 CONCETTA CIR	15 COOLIDGE DR
9 CHURCH ST	7 CONCETTA CIR	16 COOLIDGE DR
11 CHURCH ST	8 CONCETTA CIR	17 COOLIDGE DR
15 CHURCH ST	1 CONCORD PL	18 COOLIDGE DR
1 CINDY LN	3 CONCORD PL	20 COOLIDGE DR
2 CLOVER HILL RD	5 CONCORD PL	1 COUGHLIN ST
3 CLOVER HILL RD	7 CONCORD PL	3 COUGHLIN ST
4 CLOVER HILL RD	20 CONCORD RD	8 COUGHLIN ST
1 CONANT ST	23 CONCORD RD	11 COUGHLIN ST
3 CONANT ST	26 CONCORD RD	12 COUGHLIN ST
4 CONANT ST	37 CONCORD RD	13 COUGHLIN ST
5 CONANT ST	40 CONCORD RD	14 COUGHLIN ST
6 CONANT ST	42 CONCORD RD	15 COUGHLIN ST
7 CONANT ST	43 CONCORD RD	16 COUGHLIN ST
8 CONANT ST	46 CONCORD RD	3 COUNTRY CLUB RD
9 CONANT ST	51 CONCORD RD	4 COUNTRY CLUB RD
10 CONANT ST	56 CONCORD RD	5 COUNTRY CLUB RD
11 CONANT ST	59 CONCORD RD	9 COUNTRY CLUB RD
12 CONANT ST	67 CONCORD RD	10 COUNTRY CLUB RD
13 CONANT ST	68 CONCORD RD	3 COUNTRYSIDE RD
15 CONANT ST	70 CONCORD RD	3 COWDREY LN
24 CONANT ST	72 CONCORD RD	4 COWDREY LN
28 CONANT ST	83 CONCORD RD	5 COWDREY LN
29 CONANT ST	87 CONCORD RD	6 COWDREY LN
30 CONANT ST	89 CONCORD RD	7 COWDREY LN
31 CONANT ST	91 CONCORD RD	8 COWDREY LN
33 CONANT ST	93 CONCORD RD	10 COWDREY LN
34 CONANT ST	95 CONCORD RD	11 COWDREY LN
39 CONANT ST	97 CONCORD RD	12 COWDREY LN

13 COWDREY LN
 14 COWDREY LN
 15 COWDREY LN
 16 COWDREY LN
 18 COWDREY LN
 20 COWDREY LN
 22 COWDREY LN
 2 CRICKET WY
 3 CRICKET WY
 4 CRICKET WY
 5 CROSS ST
 6 CROSS ST
 3 DEACON HUNT DR
 5 DEACON HUNT DR
 8 DEACON HUNT DR
 9 DEACON HUNT DR
 10 DEACON HUNT DR
 11 DEACON HUNT DR
 12 DEACON HUNT DR
 13 DEACON HUNT DR
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 16 DEACON HUNT DR
 17 DEACON HUNT DR
 18 DEACON HUNT DR
 19 DEACON HUNT DR
 20 DEACON HUNT DR
 21 DEACON HUNT DR
 23 DEACON HUNT DR
 1 DORIS RD
 2 DORIS RD
 3 DORIS RD
 4 DORIS RD
 5 DORIS RD
 6 DORIS RD
 2 DOWNEY RD
 3 DOWNEY RD
 4 DOWNEY RD
 5 DRIFTWOOD RD
 6 DRIFTWOOD RD
 7 DRIFTWOOD RD
 8 DRIFTWOOD RD
 9 DRIFTWOOD RD
 10 DRIFTWOOD RD
 1 DUGGAN RD
 2 DUGGAN RD
 3 DUGGAN RD
 4 DUGGAN RD
 5 DUGGAN RD
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 31 DUGGAN RD
 32 DUGGAN RD
 33 DUGGAN RD
 34 DUGGAN RD
 35 DUGGAN RD
 36 DUGGAN RD
 37 DUGGAN RD
 1 DUNHAM LN
 2 DUNHAM LN
 4 DUNHAM LN
 5 DUNHAM LN
 6 DUNHAM LN
 7 DUNHAM LN
 8 DUNHAM LN
 9 DUNHAM LN
 10 DUNHAM LN
 11 DUNHAM LN
 13 DUNHAM LN
 1 DURKEE RD
 3 DURKEE RD
 4 DURKEE RD
 5 DURKEE RD
 6 DURKEE RD
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 9 DURKEE RD
 10 DURKEE RD
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 12 DURKEE RD
 13 DURKEE RD
 14 DURKEE RD
 16 DURKEE RD
 2 DUSTON LN
 3 DUSTON LN
 4 DUSTON LN
 5 DUSTON LN
 6 DUSTON LN

7 DUSTON LN
 8 DUSTON LN
 3 ELIOT CIR
 4 ELIOT CIR
 5 ELIOT CIR
 6 ELIOT CIR
 6 ELM CT
 12 ELM ST
 14 ELM ST
 16 ELM ST
 18 ELM ST
 20 ELM ST
 24 ELM ST
 26 ELM ST
 27 ELM ST
 29 ELM ST
 31 ELM ST
 1 EMERSON DR
 3 EMERSON DR
 4 EMERSON DR
 5 EMERSON DR
 6 EMERSON DR
 7 EMERSON DR
 22 ESTERBROOK RD
 28 ESTERBROOK RD
 29 ESTERBROOK RD
 35 ESTERBROOK RD
 36 ESTERBROOK RD
 41 ESTERBROOK RD
 42 ESTERBROOK RD
 50 ESTERBROOK RD
 54 ESTERBROOK RD
 65 ESTERBROOK RD
 68 ESTERBROOK RD
 69 ESTERBROOK RD
 70 ESTERBROOK RD
 73 ESTERBROOK RD
 74 ESTERBROOK RD
 77 ESTERBROOK RD
 80 ESTERBROOK RD
 84 ESTERBROOK RD
 85 ESTERBROOK RD
 88 ESTERBROOK RD
 1 ETHAN ALLEN DR
 2 ETHAN ALLEN DR
 3 ETHAN ALLEN DR
 4 ETHAN ALLEN DR
 5 ETHAN ALLEN DR
 6 ETHAN ALLEN DR
 7 ETHAN ALLEN DR
 8 ETHAN ALLEN DR
 9 ETHAN ALLEN DR

11 ETHAN ALLEN DR	1 EVERGREEN WY	40 FAULKNER HILL RD
13 ETHAN ALLEN DR	1 FAIRWAY RD	41 FAULKNER HILL RD
14 ETHAN ALLEN DR	3 FAIRWAY RD	43 FAULKNER HILL RD
15 ETHAN ALLEN DR	4 FAIRWAY RD	44 FAULKNER HILL RD
17 ETHAN ALLEN DR	7 FAIRWAY RD	45 FAULKNER HILL RD
18 ETHAN ALLEN DR	8 FAIRWAY RD	46 FAULKNER HILL RD
19 ETHAN ALLEN DR	2 FARLEY LN	3 FERNWOOD RD
20 ETHAN ALLEN DR	3 FARLEY LN	4 FERNWOOD RD
21 ETHAN ALLEN DR	4 FARLEY LN	5 FERNWOOD RD
22 ETHAN ALLEN DR	2A FARMSTEAD WY	6 FERNWOOD RD
23 ETHAN ALLEN DR	2B FARMSTEAD WY	7 FERNWOOD RD
25 ETHAN ALLEN DR	4 FARMSTEAD WY	8 FERNWOOD RD
27 ETHAN ALLEN DR	5 FARMSTEAD WY	9 FERNWOOD RD
28 ETHAN ALLEN DR	6 FARMSTEAD WY	10 FERNWOOD RD
29 ETHAN ALLEN DR	7 FARMSTEAD WY	11 FERNWOOD RD
30 ETHAN ALLEN DR	9 FARMSTEAD WY	2 FIFE & DRUM RD
31 ETHAN ALLEN DR	10 FARMSTEAD WY	3 FIFE & DRUM RD
32 ETHAN ALLEN DR	11 FARMSTEAD WY	4 FIFE & DRUM RD
33 ETHAN ALLEN DR	12 FARMSTEAD WY	5 FIFE & DRUM RD
34 ETHAN ALLEN DR	14 FARMSTEAD WY	6 FIFE & DRUM RD
35 ETHAN ALLEN DR	4 FAULKNER HILL RD	7 FIFE & DRUM RD
37 ETHAN ALLEN DR	5 FAULKNER HILL RD	8 FIFE & DRUM RD
39 ETHAN ALLEN DR	6 FAULKNER HILL RD	1 FLAGG RD
40 ETHAN ALLEN DR	7 FAULKNER HILL RD	2 FLAGG RD
41 ETHAN ALLEN DR	8 FAULKNER HILL RD	4 FLAGG RD
42 ETHAN ALLEN DR	9 FAULKNER HILL RD	6 FLAGG RD
43 ETHAN ALLEN DR	10 FAULKNER HILL RD	7 FLAGG RD
44 ETHAN ALLEN DR	11 FAULKNER HILL RD	8 FLAGG RD
45 ETHAN ALLEN DR	12 FAULKNER HILL RD	9 FLAGG RD
46 ETHAN ALLEN DR	13 FAULKNER HILL RD	10 FLAGG RD
47 ETHAN ALLEN DR	15 FAULKNER HILL RD	11 FLAGG RD
48 ETHAN ALLEN DR	16 FAULKNER HILL RD	12 FLAGG RD
49 ETHAN ALLEN DR	17 FAULKNER HILL RD	2 FLETCHER CT
50 ETHAN ALLEN DR	18 FAULKNER HILL RD	5 FLETCHER CT
51 ETHAN ALLEN DR	19 FAULKNER HILL RD	29 FLINT RD
52 ETHAN ALLEN DR	21 FAULKNER HILL RD	31 FLINT RD
2 EVERGREEN RD	22 FAULKNER HILL RD	33 FLINT RD
6 EVERGREEN RD	23 FAULKNER HILL RD	34 FLINT RD
8 EVERGREEN RD	24 FAULKNER HILL RD	35 FLINT RD
9 EVERGREEN RD	25 FAULKNER HILL RD	36 FLINT RD
10 EVERGREEN RD	26 FAULKNER HILL RD	37 FLINT RD
11 EVERGREEN RD	27 FAULKNER HILL RD	39 FLINT RD
12 EVERGREEN RD	29 FAULKNER HILL RD	41 FLINT RD
13 EVERGREEN RD	30 FAULKNER HILL RD	43 FLINT RD
14 EVERGREEN RD	31 FAULKNER HILL RD	44 FLINT RD
15 EVERGREEN RD	32 FAULKNER HILL RD	45 FLINT RD
16 EVERGREEN RD	33 FAULKNER HILL RD	46 FLINT RD
17 EVERGREEN RD	35 FAULKNER HILL RD	47 FLINT RD
18 EVERGREEN RD	36 FAULKNER HILL RD	48 FLINT RD
19 EVERGREEN RD	37 FAULKNER HILL RD	49 FLINT RD
21 EVERGREEN RD	38 FAULKNER HILL RD	50 FLINT RD
23 EVERGREEN RD	39 FAULKNER HILL RD	51 FLINT RD

53 FLINT RD
 54 FLINT RD
 55 FLINT RD
 56 FLINT RD
 57 FLINT RD
 59 FLINT RD
 1 FLINTLOCK DR
 3 FLINTLOCK DR
 4 FLINTLOCK DR
 5 FLINTLOCK DR
 6 FLINTLOCK DR
 7 FLINTLOCK DR
 8 FLINTLOCK DR
 9 FLINTLOCK DR
 1 FOREST RD
 3 FOREST RD
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 51 FORT POND RD
 53 FORT POND RD
 3 FOSTER ST
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 2 FOX HILL RD
 3 FOX HILL RD

4 FOX HILL RD
 6 FRANCINE RD
 7 FRANCINE RD
 8 FRANCINE RD
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 12 FRANCINE RD
 14 FRANCINE RD
 16 FRANCINE RD
 2 FRASER DR
 3 FRASER DR
 4 FRASER DR
 5 FRASER DR
 6 FRASER DR
 7 FRASER DR
 8 FRASER DR
 1 FREEDOM FARME RD
 2 FREEDOM FARME RD
 4 FREEDOM FARME RD
 5 FREEDOM FARME RD
 7 FREEDOM FARME RD
 8 FREEDOM FARME RD
 9 FREEDOM FARME RD
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 18 FREEDOM FARME RD
 19 FREEDOM FARME RD
 20 FREEDOM FARME RD
 21 FREEDOM FARME RD
 22 FREEDOM FARME RD
 1 GERALD CIR
 2 GERALD CIR
 3 GERALD CIR
 4 GERALD CIR
 5 GERALD CIR
 6 GERALD CIR
 5 GIOCONDA AV
 6 GIOCONDA AV
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 9 GIOCONDA AV
 11 GIOCONDA AV
 12 GIOCONDA AV
 13 GIOCONDA AV
 14 GIOCONDA AV
 15 GIOCONDA AV
 17 GIOCONDA AV

18 GIOCONDA AV
 10 GRASSHOPPER LN
 11 GRASSHOPPER LN
 12 GRASSHOPPER LN
 13 GRASSHOPPER LN
 14 GRASSHOPPER LN
 15 GRASSHOPPER LN
 17 GRASSHOPPER LN
 18 GRASSHOPPER LN
 19 GRASSHOPPER LN
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 22 GRASSHOPPER LN
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 24 GRASSHOPPER LN
 25 GRASSHOPPER LN
 27 GRASSHOPPER LN
 2 GREAT RD
 7 GREAT RD
 107 GREAT RD
 124 GREAT RD
 136 GREAT RD
 144 GREAT RD
 150 GREAT RD
 263 GREAT RD
 265 GREAT RD
 267 GREAT RD
 348 GREAT RD
 354 GREAT RD
 360 GREAT RD
 361 GREAT RD
 484 GREAT RD
 486 GREAT RD
 531 GREAT RD
 1 GREENWOOD LN
 2 GREENWOOD LN
 4 GREENWOOD LN
 6 GREENWOOD LN
 7 GREENWOOD LN
 8 GREENWOOD LN
 9 GREENWOOD LN
 10 GREENWOOD LN
 11 GREENWOOD LN
 12 GREENWOOD LN
 1 GREGORY LN
 2 GREGORY LN
 3 GREGORY LN
 1 GRIST MILL RD
 3 GRIST MILL RD
 5 GRIST MILL RD
 6 GRIST MILL RD
 7 GRIST MILL RD

8 GRIST MILL RD	48 HARRIS ST	109 HAYWARD RD
9 GRIST MILL RD	50 HARRIS ST	110 HAYWARD RD
10 GRIST MILL RD	51 HARRIS ST	111 HAYWARD RD
11 GRIST MILL RD	55 HARRIS ST	114 HAYWARD RD
12 GRIST MILL RD	58 HARRIS ST	115 HAYWARD RD
13 GRIST MILL RD	62 HARRIS ST	121 HAYWARD RD
14 GRIST MILL RD	75 HARRIS ST	122 HAYWARD RD
15 GRIST MILL RD	77 HARRIS ST	132 HAYWARD RD
16 GRIST MILL RD	79 HARRIS ST	135 HAYWARD RD
17 GRIST MILL RD	93 HARRIS ST	136 HAYWARD RD
18 GRIST MILL RD	96 HARRIS ST	143 HAYWARD RD
19 GRIST MILL RD	100 HARRIS ST	144 HAYWARD RD
20 GRIST MILL RD	1 HATCH RD	146 HAYWARD RD
21 GRIST MILL RD	3 HATCH RD	3 HEALD RD
22 GRIST MILL RD	4 HATCH RD	4 HEALD RD
3 GUSWOOD RD	5 HATCH RD	5 HEALD RD
4 GUSWOOD RD	6 HATCH RD	6 HEALD RD
6 GUSWOOD RD	3 HAWTHORNE ST	7 HEALD RD
7 GUSWOOD RD	4 HAWTHORNE ST	8 HEALD RD
8 GUSWOOD RD	5 HAWTHORNE ST	9 HEALD RD
9 GUSWOOD RD	6 HAWTHORNE ST	10 HEALD RD
11 GUSWOOD RD	7 HAWTHORNE ST	11 HEALD RD
4 HALEY LN	9 HAWTHORNE ST	12 HEALD RD
6 HALEY LN	2 HAYNES CT	14 HEALD RD
34 HAMMOND ST	4 HAYNES CT	1 HEATHER HILL RD
43 HAMMOND ST	5 HAYNES CT	2 HEATHER HILL RD
44 HAMMOND ST	6 HAYNES CT	3 HEATHER HILL RD
48 HAMMOND ST	1 HAYWARD RD	4 HEATHER HILL RD
49 HAMMOND ST	5 HAYWARD RD	5 HEATHER HILL RD
52 HAMMOND ST	9 HAYWARD RD	6 HEATHER HILL RD
56 HAMMOND ST	13 HAYWARD RD	7 HEATHER HILL RD
57 HAMMOND ST	14 HAYWARD RD	8 HEATHER HILL RD
60 HAMMOND ST	18 HAYWARD RD	9 HEATHER HILL RD
63 HAMMOND ST	19 HAYWARD RD	10 HEATHER HILL RD
67 HAMMOND ST	23 HAYWARD RD	11 HEATHER HILL RD
72 HAMMOND ST	24 HAYWARD RD	12 HEATHER HILL RD
76 HAMMOND ST	31 HAYWARD RD	4 HEMLOCK LN
80 HAMMOND ST	39 HAYWARD RD	5 HEMLOCK LN
81 HAMMOND ST	41 HAYWARD RD	7 HEMLOCK LN
83 HAMMOND ST	45 HAYWARD RD	8 HEMLOCK LN
85 HAMMOND ST	48 HAYWARD RD	9 HEMLOCK LN
86 HAMMOND ST	50 HAYWARD RD	12 HEMLOCK LN
87 HAMMOND ST	52 HAYWARD RD	13 HEMLOCK LN
88 HAMMOND ST	54 HAYWARD RD	15 HEMLOCK LN
90 HAMMOND ST	97 HAYWARD RD	16 HEMLOCK LN
91 HAMMOND ST	100 HAYWARD RD	19 HEMLOCK LN
95 HAMMOND ST	101 HAYWARD RD	20 HEMLOCK LN
99 HAMMOND ST	102 HAYWARD RD	22 HEMLOCK LN
15 HARRIS ST	103 HAYWARD RD	24 HEMLOCK LN
32 HARRIS ST	105 HAYWARD RD	3 HENLEY RD
38 HARRIS ST	106 HAYWARD RD	5 HENLEY RD
42 HARRIS ST	107 HAYWARD RD	7 HENLEY RD

10 HENLEY RD	3 HERON VIEW RD	164 HIGH ST
11 HENLEY RD	4 HERON VIEW RD	171 HIGH ST
12 HENLEY RD	5 HERON VIEW RD	172 HIGH ST
13 HENLEY RD	6 HERON VIEW RD	175 HIGH ST
16 HENLEY RD	2 HICKORY HILL TRL	176 HIGH ST
17 HENLEY RD	4 HICKORY HILL TRL	179 HIGH ST
18 HENLEY RD	18 HIGH ST	180 HIGH ST
19 HENLEY RD	20 HIGH ST	185 HIGH ST
20 HENLEY RD	22 HIGH ST	186 HIGH ST
21 HENLEY RD	25 HIGH ST	189 HIGH ST
22 HENLEY RD	27 HIGH ST	190 HIGH ST
24 HENLEY RD	30 HIGH ST	191 HIGH ST
25 HENLEY RD	33 HIGH ST	194 HIGH ST
3 HENNESSEY DR	39 HIGH ST	198 HIGH ST
4 HENNESSEY DR	43 HIGH ST	201 HIGH ST
5 HENNESSEY DR	46 HIGH ST	202 HIGH ST
6 HENNESSEY DR	47 HIGH ST	204 HIGH ST
7 HENNESSEY DR	55 HIGH ST	205 HIGH ST
9 HENNESSEY DR	59 HIGH ST	206 HIGH ST
1 HERITAGE RD	65 HIGH ST	209 HIGH ST
2 HERITAGE RD	71 HIGH ST	213 HIGH ST
3 HERITAGE RD	77 HIGH ST	220 HIGH ST
4 HERITAGE RD	82 HIGH ST	229 HIGH ST
5 HERITAGE RD	83 HIGH ST	230 HIGH ST
6 HERITAGE RD	88 HIGH ST	235 HIGH ST
7 HERITAGE RD	92 HIGH ST	236 HIGH ST
8 HERITAGE RD	96 HIGH ST	237 HIGH ST
9 HERITAGE RD	97 HIGH ST	247 HIGH ST
10 HERITAGE RD	99 HIGH ST	248 HIGH ST
11 HERITAGE RD	100 HIGH ST	255 HIGH ST
12 HERITAGE RD	103 HIGH ST	257 HIGH ST
14 HERITAGE RD	104 HIGH ST	260 HIGH ST
15 HERITAGE RD	106 HIGH ST	263 HIGH ST
16 HERITAGE RD	107 HIGH ST	266 HIGH ST
17 HERITAGE RD	111 HIGH ST	267 HIGH ST
18 HERITAGE RD	112 HIGH ST	272 HIGH ST
24 HERITAGE RD	119 HIGH ST	276 HIGH ST
25 HERITAGE RD	124 HIGH ST	278 HIGH ST
26 HERITAGE RD	125 HIGH ST	1 HIGHLAND RD
27 HERITAGE RD	128 HIGH ST	2 HIGHLAND RD
28 HERITAGE RD	131 HIGH ST	3 HIGHLAND RD
29 HERITAGE RD	132 HIGH ST	5 HIGHLAND RD
30 HERITAGE RD	133 HIGH ST	6 HIGHLAND RD
31 HERITAGE RD	135 HIGH ST	7 HIGHLAND RD
32 HERITAGE RD	140 HIGH ST	8 HIGHLAND RD
33 HERITAGE RD	141 HIGH ST	9 HIGHLAND RD
34 HERITAGE RD	147 HIGH ST	1 HILLCREST DR
35 HERITAGE RD	148 HIGH ST	2 HILLCREST DR
36 HERITAGE RD	149 HIGH ST	3 HILLCREST DR
37 HERITAGE RD	156 HIGH ST	4 HILLCREST DR
38 HERITAGE RD	157 HIGH ST	6 HILLCREST DR
2 HERON VIEW RD	163 HIGH ST	7 HILLCREST DR

8 HILLCREST DR	47 HOSMER ST	14 ISAAC DAVIS WY
9 HILLCREST DR	50 HOSMER ST	4 JACKSON DR
10 HILLCREST DR	51 HOSMER ST	5 JACKSON DR
11 HILLCREST DR	52 HOSMER ST	6 JACKSON DR
12 HILLCREST DR	55 HOSMER ST	7 JACKSON DR
13 HILLCREST DR	57 HOSMER ST	9 JACKSON DR
14 HILLCREST DR	91 HOSMER ST	11 JACKSON DR
15 HILLCREST DR	94 HOSMER ST	12 JACKSON DR
16 HILLCREST DR	96 HOSMER ST	13 JACKSON DR
17 HILLCREST DR	100 HOSMER ST	14 JACKSON DR
18 HILLCREST DR	103 HOSMER ST	15 JACKSON DR
20 HILLCREST DR	106 HOSMER ST	16 JACKSON DR
22 HILLCREST DR	107 HOSMER ST	17 JACKSON DR
11 HOMESTEAD ST	111 HOSMER ST	18 JACKSON DR
19 HOMESTEAD ST	115 HOSMER ST	19 JACKSON DR
23 HOMESTEAD ST	117 HOSMER ST	21 JACKSON DR
38 HOMESTEAD ST	119 HOSMER ST	25 JACKSON DR
43 HOMESTEAD ST	2 HOUGHTON LN	27 JACKSON DR
61 HOMESTEAD ST	3 HOUGHTON LN	29 JACKSON DR
1 HORSESHOE DR	4 HOUGHTON LN	31 JACKSON DR
5 HORSESHOE DR	5 HOUGHTON LN	32 JACKSON DR
7 HORSESHOE DR	6 HOUGHTON LN	33 JACKSON DR
8 HORSESHOE DR	7 HOUGHTON LN	34 JACKSON DR
9 HORSESHOE DR	8 HOUGHTON LN	35 JACKSON DR
11 HORSESHOE DR	1 HUCKLEBERRY LN	36 JACKSON DR
14 HORSESHOE DR	2 HUCKLEBERRY LN	37 JACKSON DR
15 HORSESHOE DR	3 HUCKLEBERRY LN	38 JACKSON DR
17 HORSESHOE DR	4 HUCKLEBERRY LN	40 JACKSON DR
2 HOSMER ST	5 HUCKLEBERRY LN	41 JACKSON DR
3 HOSMER ST	6 HUCKLEBERRY LN	42 JACKSON DR
5 HOSMER ST	7 HUCKLEBERRY LN	43 JACKSON DR
6 HOSMER ST	8 HUCKLEBERRY LN	44 JACKSON DR
7 HOSMER ST	10 HUCKLEBERRY LN	45 JACKSON DR
8 HOSMER ST	1 HURON RD	46 JACKSON DR
9 HOSMER ST	2 HURON RD	47 JACKSON DR
11 HOSMER ST	4 HURON RD	48 JACKSON DR
12 HOSMER ST	5 HURON RD	1 JAY LN
16 HOSMER ST	6 HURON RD	2 JAY LN
17 HOSMER ST	8 HURON RD	3 JAY LN
22 HOSMER ST	4 INDEPENDENCE RD	4 JAY LN
25 HOSMER ST	6 INDEPENDENCE RD	5 JAY LN
26 HOSMER ST	9 INDEPENDENCE RD	6 JAY LN
29 HOSMER ST	10 INDEPENDENCE RD	7 JAY LN
30 HOSMER ST	11 INDEPENDENCE RD	8 JAY LN
31 HOSMER ST	12 INDEPENDENCE RD	1 JEFFERSON DR
32 HOSMER ST	17 INDEPENDENCE RD	2 JEFFERSON DR
36 HOSMER ST	19 INDEPENDENCE RD	3 JEFFERSON DR
37 HOSMER ST	21 INDEPENDENCE RD	4 JEFFERSON DR
40 HOSMER ST	22 INDEPENDENCE RD	5 JEFFERSON DR
43 HOSMER ST	6 ISAAC DAVIS WY	6 JEFFERSON DR
44 HOSMER ST	10 ISAAC DAVIS WY	7 JEFFERSON DR
46 HOSMER ST	12 ISAAC DAVIS WY	8 JEFFERSON DR

9 JEFFERSON DR
 10 JEFFERSON DR
 11 JEFFERSON DR
 12 JEFFERSON DR
 14 JEFFERSON DR
 15 JEFFERSON DR
 16 JEFFERSON DR
 3 JESSE DR
 5 JESSE DR
 1 JOHN SWIFT RD
 2 JOHN SWIFT RD
 3 JOHN SWIFT RD
 4 JOHN SWIFT RD
 5 JOHN SWIFT RD
 6 JOHN SWIFT RD
 7 JOHN SWIFT RD
 8 JOHN SWIFT RD
 9 JOHN SWIFT RD
 10 JOHN SWIFT RD
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 21 JOHN SWIFT RD
 22 JOHN SWIFT RD
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 25 JOHN SWIFT RD
 26 JOHN SWIFT RD
 27 JOHN SWIFT RD
 28 JOHN SWIFT RD
 2 JOSEPH REED LN
 3 JOSEPH REED LN
 4 JOSEPH REED LN
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20 JOSEPH REED LN
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 26 JOSEPH REED LN
 28 JOSEPH REED LN
 2 JUNIPER RIDGE RD
 3 JUNIPER RIDGE RD
 4 JUNIPER RIDGE RD
 5 JUNIPER RIDGE RD
 8 JUNIPER RIDGE RD
 9 JUNIPER RIDGE RD
 12 JUNIPER RIDGE RD
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 16 JUNIPER RIDGE RD
 17 JUNIPER RIDGE RD
 18 JUNIPER RIDGE RD
 19 JUNIPER RIDGE RD
 20 JUNIPER RIDGE RD
 2 KATE DR
 3 KATE DR
 4 KATE DR
 25 KEEFE RD
 1 KELLEY RD
 3 KELLEY RD
 4 KELLEY RD
 6 KELLEY RD
 7 KELLEY RD
 9 KELLEY RD
 1 KENNEDY LN
 3 KENNEDY LN
 4 KENNEDY LN
 5 KENNEDY LN
 6 KENNEDY LN
 7 KENNEDY LN
 8 KENNEDY LN
 9 KENNEDY LN
 12 KENNEDY LN
 1 KINGMAN RD
 2 KINGMAN RD
 3 KINGMAN RD
 4 KINGMAN RD
 5 KINGMAN RD
 6 KINGMAN RD
 8 KINGMAN RD
 6 KINSLEY RD
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 44 KINSLEY RD
 2 KNOWLTON DR
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 22 KNOWLTON DR
 24 KNOWLTON DR
 2 LADY SLIPPER LN
 3 LADY SLIPPER LN
 4 LADY SLIPPER LN
 5 LADY SLIPPER LN
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 7 LADY SLIPPER LN
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 9 LADY SLIPPER LN
 10 LADY SLIPPER LN
 1 LARCH RD
 3 LARCH RD
 4 LARCH RD
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 11 LARCH RD

12 LARCH RD
14 LARCH RD
15 LARCH RD
1 LAUREL CT
3 LAUREL CT
4 LAUREL CT
5 LAUREL CT
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10 LAUREL CT
11 LAUREL CT
12 LAUREL CT
7 LAWSBROOK RD
9 LAWSBROOK RD
11 LAWSBROOK RD
13 LAWSBROOK RD
31 LAWSBROOK RD
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42 LAWSBROOK RD
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59 LAWSBROOK RD
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4 LEXINGTON DR
6 LEXINGTON DR
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21 LIBERTY ST
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5 LILLIAN RD
7 LILLIAN RD
8 LILLIAN RD
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11 LILLIAN RD
12 LILLIAN RD
13 LILLIAN RD
3A LINCOLN DR
3B LINCOLN DR
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26 LINCOLN DR
27 LINCOLN DR
28 LINCOLN DR
29 LINCOLN DR
1 LISA LN
2 LISA LN
3 LISA LN
4 LISA LN
5 LISA LN

6 LISA LN	13 MACLEOD LN	49 MAIN ST
3 LITTLEFIELD RD	14 MACLEOD LN	50 MAIN ST
4 LITTLEFIELD RD	1 MADDY LN	51 MAIN ST
5 LITTLEFIELD RD	3 MADDY LN	52 MAIN ST
6 LITTLEFIELD RD	4 MADDY LN	54 MAIN ST
8 LITTLEFIELD RD	5 MADDY LN	56 MAIN ST
2 LONG RIDGE RD	6 MADDY LN	59 MAIN ST
3 LONG RIDGE RD	7 MADDY LN	61 MAIN ST
4 LONG RIDGE RD	8 MADDY LN	62 MAIN ST
5 LONG RIDGE RD	1 MADISON LN	63 MAIN ST
6 LONG RIDGE RD	2 MADISON LN	64 MAIN ST
7 LONG RIDGE RD	4 MADISON LN	65 MAIN ST
8 LONG RIDGE RD	5 MADISON LN	68 MAIN ST
10 LONG RIDGE RD	6 MADISON LN	71 MAIN ST
11 LONG RIDGE RD	7 MADISON LN	74 MAIN ST
13 LONG RIDGE RD	8 MADISON LN	76 MAIN ST
14 LONG RIDGE RD	9 MADISON LN	77 MAIN ST
15 LONG RIDGE RD	10 MADISON LN	78 MAIN ST
4 LOTHROP RD	11 MADISON LN	81 MAIN ST
5 LOTHROP RD	12 MADISON LN	82 MAIN ST
6 LOTHROP RD	1 MAGNOLIA DR	85 MAIN ST
7 LOTHROP RD	2 MAGNOLIA DR	88 MAIN ST
8 LOTHROP RD	3 MAGNOLIA DR	90 MAIN ST
9 LOTHROP RD	4 MAGNOLIA DR	91 MAIN ST
10 LOTHROP RD	5 MAGNOLIA DR	93 MAIN ST
11 LOTHROP RD	6 MAGNOLIA DR	94 MAIN ST
12 LOTHROP RD	7 MAGNOLIA DR	95 MAIN ST
14 LOTHROP RD	8 MAGNOLIA DR	96 MAIN ST
16 LOTHROP RD	9 MAGNOLIA DR	99 MAIN ST
18 LOTHROP RD	10 MAGNOLIA DR	100 MAIN ST
20 LOTHROP RD	11 MAGNOLIA DR	101 MAIN ST
21 LOTHROP RD	1 MAILLET DR	103 MAIN ST
22 LOTHROP RD	2 MAILLET DR	104 MAIN ST
23 LOTHROP RD	3 MAILLET DR	105 MAIN ST
24 LOTHROP RD	4 MAILLET DR	106 MAIN ST
25 LOTHROP RD	5 MAILLET DR	153 MAIN ST
26 LOTHROP RD	6 MAILLET DR	154 MAIN ST
28 LOTHROP RD	3 MAIN ST	158 MAIN ST
29 LOTHROP RD	5 MAIN ST	161 MAIN ST
30 LOTHROP RD	9 MAIN ST	164 MAIN ST
5 MACGREGOR WY	13 MAIN ST	169 MAIN ST
6 MACGREGOR WY	15 MAIN ST	170 MAIN ST
9 MACGREGOR WY	21 MAIN ST	171 MAIN ST
3 MACLEOD LN	25 MAIN ST	172 MAIN ST
4 MACLEOD LN	29 MAIN ST	173 MAIN ST
6 MACLEOD LN	31 MAIN ST	174 MAIN ST
7 MACLEOD LN	38 MAIN ST	178 MAIN ST
8 MACLEOD LN	42 MAIN ST	183 MAIN ST
9 MACLEOD LN	43 MAIN ST	184 MAIN ST
10 MACLEOD LN	45 MAIN ST	187 MAIN ST
11 MACLEOD LN	46 MAIN ST	188 MAIN ST
12 MACLEOD LN	47 MAIN ST	190 MAIN ST

196 MAIN ST
197 MAIN ST
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929 MAIN ST
935 MAIN ST
2 MALLARD RD
3 MALLARD RD
4 MALLARD RD
5 MALLARD RD
6 MALLARD RD
7 MALLARD RD
8 MALLARD RD
9 MALLARD RD
10 MALLARD RD
11 MALLARD RD
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16 MALLARD RD
17 MALLARD RD
18 MALLARD RD
20 MALLARD RD
10 MAPLE ST
16 MAPLE ST
18 MAPLE ST
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43 MAPLE ST
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49 MAPLE ST
50 MAPLE ST
54 MAPLE ST
55 MAPLE ST
57 MAPLE ST
61 MAPLE ST
62 MAPLE ST
65 MAPLE ST
70 MAPLE ST
75 MAPLE ST
76 MAPLE ST
3 MARIAN RD
4 MARIAN RD
5 MARIAN RD
6 MARIAN RD
7 MARIAN RD
8 MARIAN RD

9 MARIAN RD	622 MASS AV	24 MILLDAM RD
11 MARIAN RD	626 MASS AV	28 MILLDAM RD
12 MARIAN RD	627 MASS AV	1 MINOT AV
13 MARIAN RD	630 MASS AV	2 MINOT AV
14 MARIAN RD	634 MASS AV	3 MINOT AV
15 MARIAN RD	638 MASS AV	4 MINOT AV
1 MARTIN ST	641 MASS AV	5 MINOT AV
2 MARTIN ST	655 MASS AV	6 MINOT AV
9 MARTIN ST	658 MASS AV	7 MINOT AV
10 MARTIN ST	664 MASS AV	9 MINOT AV
13 MARTIN ST	668 MASS AV	10 MINOT AV
14 MARTIN ST	670 MASS AV	11 MINOT AV
15 MARTIN ST	672 MASS AV	12 MINOT AV
16 MARTIN ST	1 MCKINLEY DR	13 MINOT AV
21 MARTIN ST	2 MCKINLEY DR	14 MINOT AV
25 MARTIN ST	3 MCKINLEY DR	15 MINOT AV
29 MARTIN ST	4 MCKINLEY DR	16 MINOT AV
31 MARTIN ST	5 MCKINLEY DR	17 MINOT AV
36 MARTIN ST	6 MCKINLEY DR	18 MINOT AV
39 MARTIN ST	5 MEAD TERR	19 MINOT AV
45 MARTIN ST	9 MEAD TERR	20 MINOT AV
86 MARTIN ST	11 MEAD TERR	22 MINOT AV
92 MARTIN ST	2 MEADOWBROOK RD	26 MINOT AV
100 MARTIN ST	3 MEADOWBROOK RD	27 MINOT AV
151 MASS AV	4 MEADOWBROOK RD	28A MINOT AV
163 MASS AV	6 MEADOWBROOK RD	28B MINOT AV
342 MASS AV	7 MEADOWBROOK RD	30 MINOT AV
442 MASS AV	9 MEADOWBROOK RD	41 MINOT AV
446 MASS AV	10 MEADOWBROOK RD	5 MINUTEMAN RD
448 MASS AV	11 MEADOWBROOK RD	14 MINUTEMAN RD
456 MASS AV	12 MEADOWBROOK RD	15 MINUTEMAN RD
457 MASS AV	3 MERRIAM LN	21 MINUTEMAN RD
461 MASS AV	5 MERRIAM LN	22 MINUTEMAN RD
463 MASS AV	10 MERRIAM LN	25 MINUTEMAN RD
465 MASS AV	11 MERRIAM LN	28 MINUTEMAN RD
467 MASS AV	3 MILBERY LN	29 MINUTEMAN RD
469 MASS AV	5 MILBERY LN	30 MINUTEMAN RD
471 MASS AV	3 MILLDAM RD	32 MINUTEMAN RD
477 MASS AV	4 MILLDAM RD	33 MINUTEMAN RD
478 MASS AV	5 MILLDAM RD	34 MINUTEMAN RD
501 MASS AV	7 MILLDAM RD	36 MINUTEMAN RD
508 MASS AV	9 MILLDAM RD	37 MINUTEMAN RD
516 MASS AV	10 MILLDAM RD	39 MINUTEMAN RD
525 MASS AV	11 MILLDAM RD	41 MINUTEMAN RD
542 MASS AV	13 MILLDAM RD	1 MOHAWK DR
544 MASS AV	14 MILLDAM RD	2 MOHAWK DR
550 MASS AV	15 MILLDAM RD	3 MOHAWK DR
603 MASS AV	17 MILLDAM RD	5 MOHAWK DR
608 MASS AV	18 MILLDAM RD	7 MOHAWK DR
612 MASS AV	19 MILLDAM RD	8 MOHAWK DR
615 MASS AV	20 MILLDAM RD	9 MOHAWK DR
616 MASS AV	22 MILLDAM RD	10 MOHAWK DR

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234 NEWTOWN RD	7 NOTRE DAME RD	7 OLD MEADOW LN
235 NEWTOWN RD	8 NOTRE DAME RD	8 OLD MEADOW LN
236 NEWTOWN RD	9 NOTRE DAME RD	1 OLD VILLAGE RD
237 NEWTOWN RD	10 NOTRE DAME RD	2 OLD VILLAGE RD
238 NEWTOWN RD	11 NOTRE DAME RD	3 OLD VILLAGE RD
250 NEWTOWN RD	12 NOTRE DAME RD	4 OLD VILLAGE RD
107 NONSET PA	13 NOTRE DAME RD	5 OLD VILLAGE RD
109 NONSET PA	14 NOTRE DAME RD	6 OLD VILLAGE RD
110 NONSET PA	15 NOTRE DAME RD	7 OLD VILLAGE RD
111 NONSET PA	16 NOTRE DAME RD	8 OLD VILLAGE RD
112 NONSET PA	17 NOTRE DAME RD	9 OLD VILLAGE RD
113 NONSET PA	18 NOTRE DAME RD	10 OLD VILLAGE RD
114 NONSET PA	20 NOTRE DAME RD	11 OLD VILLAGE RD
115 NONSET PA	1 OAKWOOD RD	12 OLD VILLAGE RD
116 NONSET PA	2 OAKWOOD RD	13 OLD VILLAGE RD
117 NONSET PA	3 OAKWOOD RD	14 OLD VILLAGE RD
118 NONSET PA	4 OAKWOOD RD	15 OLD VILLAGE RD
119 NONSET PA	5 OAKWOOD RD	16 OLD VILLAGE RD
121 NONSET PA	6 OAKWOOD RD	18 OLD VILLAGE RD
122 NONSET PA	7 OAKWOOD RD	19 OLD VILLAGE RD
124 NONSET PA	8 OAKWOOD RD	20 OLD VILLAGE RD
125 NONSET PA	9 OAKWOOD RD	21 OLD VILLAGE RD
126 NONSET PA	11 OAKWOOD RD	22 OLD VILLAGE RD
127 NONSET PA	13 OAKWOOD RD	23 OLD VILLAGE RD
128 NONSET PA	15 OAKWOOD RD	24 OLD VILLAGE RD
130 NONSET PA	17 OAKWOOD RD	25 OLD VILLAGE RD
131 NONSET PA	18 OAKWOOD RD	26 OLD VILLAGE RD
132 NONSET PA	19 OAKWOOD RD	28 OLD VILLAGE RD
133 NONSET PA	20 OAKWOOD RD	29 OLD VILLAGE RD
134 NONSET PA	21 OAKWOOD RD	31 OLD VILLAGE RD
135 NONSET PA	22 OAKWOOD RD	33 OLD VILLAGE RD
139 NONSET PA	23 OAKWOOD RD	35 OLD VILLAGE RD
3 NORTH ST	24 OAKWOOD RD	37 OLD VILLAGE RD
4 NORTH ST	25 OAKWOOD RD	39 OLD VILLAGE RD
5 NORTH ST	26 OAKWOOD RD	41 OLD VILLAGE RD
6 NORTH ST	27 OAKWOOD RD	3 OLDE LANTERN RD
10 NORTH ST	13 OAKWOOD RD REAR	4 OLDE LANTERN RD
2 NORTHBRIAR RD	1 OLD BARN WY	5 OLDE LANTERN RD
5 NORTHBRIAR RD	2 OLD BARN WY	6 OLDE LANTERN RD
7 NORTHBRIAR RD	3 OLD BARN WY	7 OLDE LANTERN RD
8 NORTHBRIAR RD	4 OLD BARN WY	8 OLDE LANTERN RD
9 NORTHBRIAR RD	1 OLD COLONY LN	9 OLDE LANTERN RD
10 NORTHBRIAR RD	3 OLD COLONY LN	10 OLDE LANTERN RD
11 NORTHBRIAR RD	4 OLD COLONY LN	11 OLDE LANTERN RD
12 NORTHBRIAR RD	5 OLD COLONY LN	12 OLDE LANTERN RD
14 NORTHBRIAR RD	8 OLD COLONY LN	13 OLDE LANTERN RD
15 NORTHBRIAR RD	297 OLD HIGH ST	14 OLDE LANTERN RD
17 NORTHBRIAR RD	298 OLD HIGH ST	15 OLDE LANTERN RD
19 NORTHBRIAR RD	3 OLD MEADOW LN	16 OLDE LANTERN RD
3 NOTRE DAME RD	4 OLD MEADOW LN	17 OLDE LANTERN RD
4 NOTRE DAME RD	5 OLD MEADOW LN	18 OLDE LANTERN RD
5 NOTRE DAME RD	6 OLD MEADOW LN	19 OLDE LANTERN RD

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 3 PATRICK HENRY CIR
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2 POWDER HORN LN
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12 POWDER MILL RD
1 PRESCOTT RD
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76 ROBBINS ST
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 1 ROBERT RD
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 18 ROBERT RD
 3 ROBINWOOD RD
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 7 ROBINWOOD RD
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 9 ROBINWOOD RD
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 20 ROBINWOOD RD
 21 ROBINWOOD RD
 22 ROBINWOOD RD
 23 ROBINWOOD RD
 25 ROBINWOOD RD
 27 ROBINWOOD RD
 29 ROBINWOOD RD
 3 ROSE CT
 4 ROSE CT
 5 ROSE CT
 6 ROSE CT
 7 ROSE CT
 3 RUSSELL RD
 4 RUSSELL RD
 5 RUSSELL RD
 6 RUSSELL RD

7 RUSSELL RD	39 SCHOOL ST	225 SCHOOL ST
8 RUSSELL RD	40 SCHOOL ST	229 SCHOOL ST
2 SAMUEL PARLIN DR	47 SCHOOL ST	230 SCHOOL ST
3 SAMUEL PARLIN DR	48 SCHOOL ST	234 SCHOOL ST
4 SAMUEL PARLIN DR	53 SCHOOL ST	235 SCHOOL ST
5 SAMUEL PARLIN DR	55 SCHOOL ST	243 SCHOOL ST
6 SAMUEL PARLIN DR	60 SCHOOL ST	244 SCHOOL ST
7 SAMUEL PARLIN DR	64 SCHOOL ST	245 SCHOOL ST
8 SAMUEL PARLIN DR	65 SCHOOL ST	246 SCHOOL ST
9 SAMUEL PARLIN DR	66 SCHOOL ST	249 SCHOOL ST
10 SAMUEL PARLIN DR	75 SCHOOL ST	251 SCHOOL ST
11 SAMUEL PARLIN DR	76 SCHOOL ST	253A SCHOOL ST
15 SAMUEL PARLIN DR	80 SCHOOL ST	253B SCHOOL ST
16 SAMUEL PARLIN DR	81 SCHOOL ST	253C SCHOOL ST
17 SAMUEL PARLIN DR	85 SCHOOL ST	253D SCHOOL ST
18 SAMUEL PARLIN DR	86 SCHOOL ST	255 SCHOOL ST
19 SAMUEL PARLIN DR	87 SCHOOL ST	256 SCHOOL ST
20 SAMUEL PARLIN DR	90 SCHOOL ST	260 SCHOOL ST
21 SAMUEL PARLIN DR	95 SCHOOL ST	262 SCHOOL ST
3 SANDALWOOD RD	105 SCHOOL ST	266 SCHOOL ST
4 SANDALWOOD RD	115 SCHOOL ST	267 SCHOOL ST
5 SANDALWOOD RD	122 SCHOOL ST	271 SCHOOL ST
6 SANDALWOOD RD	124 SCHOOL ST	274 SCHOOL ST
7 SANDALWOOD RD	125 SCHOOL ST	278 SCHOOL ST
1 SANDAS TRL	129 SCHOOL ST	282 SCHOOL ST
2 SANDAS TRL	133 SCHOOL ST	284 SCHOOL ST
1 SANDY DR	135 SCHOOL ST	285 SCHOOL ST
2 SANDY DR	141 SCHOOL ST	286 SCHOOL ST
3 SANDY DR	144 SCHOOL ST	287 SCHOOL ST
4 SANDY DR	145 SCHOOL ST	288 SCHOOL ST
5 SANDY DR	148 SCHOOL ST	290 SCHOOL ST
6 SANDY DR	151 SCHOOL ST	291 SCHOOL ST
7 SANDY DR	154 SCHOOL ST	292 SCHOOL ST
8 SANDY DR	157 SCHOOL ST	295 SCHOOL ST
9 SANDY DR	162 SCHOOL ST	296 SCHOOL ST
10 SANDY DR	167 SCHOOL ST	299 SCHOOL ST
12 SANDY DR	170 SCHOOL ST	300 SCHOOL ST
3 SAWMILL RD	171 SCHOOL ST	303 SCHOOL ST
4 SAWMILL RD	175 SCHOOL ST	305 SCHOOL ST
5 SAWMILL RD	180 SCHOOL ST	307 SCHOOL ST
6 SAWMILL RD	186 SCHOOL ST	309 SCHOOL ST
7 SAWMILL RD	188 SCHOOL ST	311 SCHOOL ST
8 SAWMILL RD	190 SCHOOL ST	38 SEMINOLE RD
9 SAWMILL RD	196 SCHOOL ST	39 SEMINOLE RD
10 SAWMILL RD	197 SCHOOL ST	41 SEMINOLE RD
11 SAWMILL RD	201 SCHOOL ST	42 SEMINOLE RD
13 SAWMILL RD	212 SCHOOL ST	43 SEMINOLE RD
14 SAWMILL RD	214 SCHOOL ST	44 SEMINOLE RD
15 SAWMILL RD	216 SCHOOL ST	45 SEMINOLE RD
16 SAWMILL RD	218 SCHOOL ST	46 SEMINOLE RD
17 SAWMILL RD	220 SCHOOL ST	47 SEMINOLE RD
26 SCHOOL ST	222 SCHOOL ST	48 SEMINOLE RD

49 SEMINOLE RD	2 SHADY LN	21 SIMON WILLARD RD
50 SEMINOLE RD	3 SHADY LN	22 SIMON WILLARD RD
51 SEMINOLE RD	4 SHADY LN	23 SIMON WILLARD RD
53 SEMINOLE RD	5 SHADY LN	24 SIMON WILLARD RD
54 SEMINOLE RD	6 SHADY LN	25 SIMON WILLARD RD
56 SEMINOLE RD	7 SHADY LN	26 SIMON WILLARD RD
57 SEMINOLE RD	9 SHADY LN	27 SIMON WILLARD RD
58 SEMINOLE RD	1 SILVER HILL RD	28 SIMON WILLARD RD
59 SEMINOLE RD	2 SILVER HILL RD	30 SIMON WILLARD RD
60 SEMINOLE RD	3 SILVER HILL RD	33 SIMON WILLARD RD
61 SEMINOLE RD	4 SILVER HILL RD	35 SIMON WILLARD RD
62 SEMINOLE RD	5 SILVER HILL RD	1 SIOUX ST
63 SEMINOLE RD	6 SILVER HILL RD	2 SIOUX ST
64 SEMINOLE RD	7 SILVER HILL RD	1 SMART RD
65 SEMINOLE RD	8 SILVER HILL RD	3 SMART RD
66 SEMINOLE RD	9 SILVER HILL RD	4 SMART RD
67 SEMINOLE RD	10 SILVER HILL RD	6 SMART RD
68 SEMINOLE RD	11 SILVER HILL RD	7 SMART RD
70 SEMINOLE RD	12 SILVER HILL RD	9 SMART RD
71 SEMINOLE RD	13 SILVER HILL RD	10 SMART RD
72 SEMINOLE RD	14 SILVER HILL RD	11 SMART RD
74 SEMINOLE RD	15 SILVER HILL RD	12 SMART RD
75 SEMINOLE RD	16 SILVER HILL RD	14 SMART RD
76 SEMINOLE RD	17 SILVER HILL RD	15 SMART RD
78 SEMINOLE RD	18 SILVER HILL RD	16 SMART RD
80 SEMINOLE RD	19 SILVER HILL RD	18 SMART RD
82 SEMINOLE RD	20 SILVER HILL RD	19 SMART RD
83 SEMINOLE RD	21 SILVER HILL RD	20 SMART RD
84 SEMINOLE RD	22 SILVER HILL RD	21 SMART RD
86 SEMINOLE RD	23 SILVER HILL RD	22 SMART RD
88 SEMINOLE RD	1 SIMON HAPGOOD LN	23 SMART RD
1 SENECA CT	2 SIMON HAPGOOD LN	24 SMART RD
2 SENECA CT	4 SIMON HAPGOOD LN	5 SOUTH ST
3 SENECA CT	5 SIMON HAPGOOD LN	6 SOUTH ST
4 SENECA CT	6 SIMON HAPGOOD LN	7 SOUTH ST
1 SENECA RD	2 SIMON WILLARD RD	3 SPENCER RD
2 SENECA RD	3 SIMON WILLARD RD	4 SPENCER RD
3 SENECA RD	4 SIMON WILLARD RD	5 SPENCER RD
4 SENECA RD	5 SIMON WILLARD RD	6 SPENCER RD
5 SENECA RD	6 SIMON WILLARD RD	7 SPENCER RD
6 SENECA RD	7 SIMON WILLARD RD	8 SPENCER RD
7 SENECA RD	8 SIMON WILLARD RD	9 SPENCER RD
8 SENECA RD	9 SIMON WILLARD RD	10 SPENCER RD
9 SENECA RD	10 SIMON WILLARD RD	11 SPENCER RD
10 SENECA RD	13 SIMON WILLARD RD	13 SPENCER RD
11 SENECA RD	14 SIMON WILLARD RD	14 SPENCER RD
16 SENECA RD	15 SIMON WILLARD RD	2 SPRING HILL RD
17 SENECA RD	16 SIMON WILLARD RD	4 SPRING HILL RD
18 SENECA RD	17 SIMON WILLARD RD	5 SPRING HILL RD
21 SENECA RD	18 SIMON WILLARD RD	7 SPRING HILL RD
23 SENECA RD	19 SIMON WILLARD RD	8 SPRING HILL RD
1 SHADY LN	20 SIMON WILLARD RD	11 SPRING HILL RD

19 SPRING HILL RD
30 SPRUCE ST
40 SPRUCE ST
41 SPRUCE ST
61 SPRUCE ST
24 SQUIRREL HILL RD
26 SQUIRREL HILL RD
27 SQUIRREL HILL RD
28 SQUIRREL HILL RD
29 SQUIRREL HILL RD
30 SQUIRREL HILL RD
31 SQUIRREL HILL RD
32 SQUIRREL HILL RD
34 SQUIRREL HILL RD
1 ST JAMES CIR
3 ST JAMES CIR
4 ST JAMES CIR
6 ST JAMES CIR
1 STACYS WY
3 STACYS WY
4 STACYS WY
5 STACYS WY
6 STACYS WY
7 STACYS WY
8 STACYS WY
10 STACYS WY
12 STACYS WY
2 STONEYMEADE WY
3 STONEYMEADE WY
5 STONEYMEADE WY
6 STONEYMEADE WY
7 STONEYMEADE WY
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6 STOW ST
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81 STOW ST
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116 STOW ST
119 STOW ST
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122 STOW ST
130 STOW ST
132 STOW ST
13 STRAWBERRY HILL RD
29 STRAWBERRY HILL RD
30 STRAWBERRY HILL RD
39 STRAWBERRY HILL RD
40 STRAWBERRY HILL RD
49 STRAWBERRY HILL RD
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56 STRAWBERRY HILL RD
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108 STRAWBERRY HILL RD
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118 STRAWBERRY HILL RD
126 STRAWBERRY HILL RD
127 STRAWBERRY HILL RD
136 STRAWBERRY HILL RD
139 STRAWBERRY HILL RD
145 STRAWBERRY HILL RD
150 STRAWBERRY HILL RD
8 SUMMER ST
12 SUMMER ST
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41 SUMMER ST
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143 SUMMER ST
 148 SUMMER ST
 149 SUMMER ST
 153 SUMMER ST
 154 SUMMER ST
 2 SUTTON PL
 4 SUTTON PL
 6 SUTTON PL
 3 SYLVIA ST
 4 SYLVIA ST
 7 SYLVIA ST
 8 SYLVIA ST
 11 SYLVIA ST
 12 SYLVIA ST
 7 TAYLOR RD
 9 TAYLOR RD
 11 TAYLOR RD
 15 TAYLOR RD
 23 TAYLOR RD
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 89 TAYLOR RD
 92 TAYLOR RD
 94 TAYLOR RD
 2 TENNEY CIR
 3 TENNEY CIR
 4 TENNEY CIR
 5 TENNEY CIR
 6 TENNEY CIR
 2 THOREAU RD
 3 THOREAU RD
 4 THOREAU RD
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 3 TICONDEROGA RD
 5 TICONDEROGA RD
 6 TICONDEROGA RD
 7 TICONDEROGA RD
 8 TICONDEROGA RD
 9 TICONDEROGA RD
 11 TICONDEROGA RD
 13 TICONDEROGA RD
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 15 TICONDEROGA RD
 1 TILL DR
 2 TILL DR
 4 TILL DR
 5 TILL DR
 6 TILL DR
 7 TILL DR
 8 TILL DR
 10 TILL DR
 1 TORRINGTON LN
 2 TORRINGTON LN
 3 TORRINGTON LN
 4 TORRINGTON LN
 5 TORRINGTON LN
 6 TORRINGTON LN
 3 TOWNSEND RD
 4 TOWNSEND RD
 5 TOWNSEND RD
 6 TOWNSEND RD
 8 TOWNSEND RD
 3 TRASK RD
 4 TRASK RD
 5 TRASK RD
 6 TRASK RD
 7 TRASK RD
 8 TRASK RD
 9 TRIANGLE FARM LN
 3 TUPELO WY
 5 TUPELO WY
 7 TUPELO WY
 8 TUPELO WY
 9 TUPELO WY

10 TUPELO WY
 11 TUPELO WY
 3 TUTTLE DR
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 42 TUTTLE DR
 44 TUTTLE DR
 4 VALLEY RD
 5 VALLEY RD
 6 VALLEY RD
 8 VALLEY RD
 1 VANDERBELT RD
 2 VANDERBELT RD
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21 VANDERBELT RD
3 WACHUSETT DR
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2 WAMPANOAG DR
4 WAMPANOAG DR
5 WAMPANOAG DR
6A WAMPANOAG DR
7 WAMPANOAG DR
8 WAMPANOAG DR
9 WAMPANOAG DR
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11 WAMPANOAG DR
12 WAMPANOAG DR
8 WASHINGTON DR
9 WASHINGTON DR
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1 WAYSIDE LN
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15 WESTSIDE DR
16 WESTSIDE DR
21 WETHERBEE ST
33 WETHERBEE ST
36 WETHERBEE ST
40 WETHERBEE ST
4 WHEELER LN
5 WHEELER LN
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12 WHEELER LN
13 WHEELER LN
1 WHITTIER DR
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2 WINDEMERE DR
4 WINDEMERE DR
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12 WINDEMERE DR
14 WINDEMERE DR
15 WINDEMERE DR
19 WINDEMERE DR
20 WINDEMERE DR
21 WINDEMERE DR
24 WINDSOR AV
25 WINDSOR AV
29 WINDSOR AV
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94 WINDSOR AV
97 WINDSOR AV
98 WINDSOR AV
102 WINDSOR AV
110 WINDSOR AV
1 WINGATE LN
2 WINGATE LN
3 WINGATE LN
4 WINGATE LN
5 WINGATE LN
7 WINGATE LN
8 WINGATE LN
9 WINGATE LN
10 WINGATE LN
11 WINGATE LN
1 WINTER ST
2 WINTER ST
3 WINTER ST
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11 WINTER ST
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3 WOOD LN
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1 WOODCHESTER DR
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9 WOODCHESTER DR
10 WOODCHESTER DR
11 WOODCHESTER DR
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16 WOODCHESTER DR
20 WOODCHESTER DR
4 WOODFIELD RD
7 WOODFIELD RD

8 WOODFIELD RD
9 WOODFIELD RD
10 WOODFIELD RD
12 WOODFIELD RD
1 WRIGHT TERR
12 WRIGHT TERR
18 WRIGHT TERR
2 WYNDCLIFF DR
5 WYNDCLIFF DR
8 WYNDCLIFF DR
9 WYNDCLIFF DR
13 WYNDCLIFF DR
14 WYNDCLIFF DR
15 WYNDCLIFF DR
16 WYNDCLIFF DR
17 WYNDCLIFF DR
18 WYNDCLIFF DR
Parcel Count: 4732

Detached Condominiums

2 ABEL JONES PL	15 ALEXANDRA WY	1 CHESTNUT ST
3 ABEL JONES PL	16 ALEXANDRA WY	3 CHESTNUT ST
5 ABEL JONES PL	17 ALEXANDRA WY	4 CHESTNUT ST
6 ABEL JONES PL	18 ALEXANDRA WY	5 CHESTNUT ST
7 ABEL JONES PL	19 ALEXANDRA WY	6 CHESTNUT ST
8 ABEL JONES PL	20 ALEXANDRA WY	7 CHESTNUT ST
10 ABEL JONES PL	2 BEECHNUT ST	8 CHESTNUT ST
12 ABEL JONES PL	3 BEECHNUT ST	10 CHESTNUT ST
14 ABEL JONES PL	4 BEECHNUT ST	12 CHESTNUT ST
16 ABEL JONES PL	5 BEECHNUT ST	14 CHESTNUT ST
491 ACORN PARK DR	6 BEECHNUT ST	16 CHESTNUT ST
497 ACORN PARK DR	7 BEECHNUT ST	102 DAVIS RD
499 ACORN PARK DR	9 BEECHNUT ST	106 DAVIS RD
504 ACORN PARK DR	4 BELLOWS FARM RD	134 DAVIS RD
506 ACORN PARK DR	1 BITTERSWEET LN	136 DAVIS RD
510 ACORN PARK DR	2 BITTERSWEET LN	138 DAVIS RD
515 ACORN PARK DR	3 BITTERSWEET LN	140 DAVIS RD
516 ACORN PARK DR	4 BITTERSWEET LN	142 DAVIS RD
517 ACORN PARK DR	6 BITTERSWEET LN	7 DRUMMER RD
518 ACORN PARK DR	1 BLUEBERRY PA	1 FARMERS ROW
520 ACORN PARK DR	2 BLUEBERRY PA	2 FARMERS ROW
521 ACORN PARK DR	3 BLUEBERRY PA	3 FARMERS ROW
523 ACORN PARK DR	5 BLUEBERRY PA	4 FARMERS ROW
525 ACORN PARK DR	1 BRAMBLE WA	5 FARMERS ROW
527 ACORN PARK DR	2 BRAMBLE WA	1 FISCHER PA
529 ACORN PARK DR	3 BRAMBLE WA	2 FISCHER PA
531 ACORN PARK DR	4 BRAMBLE WA	3 FISCHER PA
535 ACORN PARK DR	11 BRIAR HILL RD	4 FISCHER PA
537 ACORN PARK DR	1 BRIMSTONE LN	5 FISCHER PA
539 ACORN PARK DR	2 BRIMSTONE LN	1 GRACE PA
543 ACORN PARK DR	3 BRIMSTONE LN	3 GRACE PA
544 ACORN PARK DR	4 BRIMSTONE LN	5 GRACE PA
545 ACORN PARK DR	5 BRIMSTONE LN	7 GRACE PA
546 ACORN PARK DR	2 CAPT HANDLEY RD	9 GRACE PA
547 ACORN PARK DR	4 CAPT HANDLEY RD	11 GRACE PA
548 ACORN PARK DR	5 CAPT HANDLEY RD	15 GRACE PA
549 ACORN PARK DR	6 CAPT HANDLEY RD	17 GRACE PA
550 ACORN PARK DR	7 CAPT HANDLEY RD	468 GREAT RD
553 ACORN PARK DR	8 CAPT HANDLEY RD	1 GREEN NEEDLE WA
554 ACORN PARK DR	9 CAPT HANDLEY RD	3 GREEN NEEDLE WA
556 ACORN PARK DR	10 CAPT HANDLEY RD	5 GREEN NEEDLE WA
557 ACORN PARK DR	11 CAPT HANDLEY RD	7 GREEN NEEDLE WA
6 ALEXANDRA WY	12 CAPT HANDLEY RD	9 GREEN NEEDLE WA
8 ALEXANDRA WY	13 CAPT HANDLEY RD	11 GREEN NEEDLE WA
10 ALEXANDRA WY	14 CAPT HANDLEY RD	15 GREEN NEEDLE WA
11 ALEXANDRA WY	15 CAPT HANDLEY RD	2 GREYBIRCH LN
12 ALEXANDRA WY	16 CAPT HANDLEY RD	4 GREYBIRCH LN
14 ALEXANDRA WY	17 CAPT HANDLEY RD	6 GREYBIRCH LN

8 GREYBIRCH LN
 10 GREYBIRCH LN
 12 GREYBIRCH LN
 4 HALF MOON HILL
 11 HALF MOON HILL
 14 HALF MOON HILL
 15 HALF MOON HILL
 16 HALF MOON HILL
 19 HALF MOON HILL
 20 HALF MOON HILL
 21 HALF MOON HILL
 22 HALF MOON HILL
 23 HALF MOON HILL
 24 HALF MOON HILL
 1 HAZELNUT ST
 2 HAZELNUT ST
 3 HAZELNUT ST
 4 HAZELNUT ST
 5 HAZELNUT ST
 6 HAZELNUT ST
 7 HAZELNUT ST
 8 HAZELNUT ST
 9 HAZELNUT ST
 10 HAZELNUT ST
 11 HAZELNUT ST
 15 HAZELNUT ST
 17 HAZELNUT ST
 2 JENNIFER PA
 4 JENNIFER PA
 6 JENNIFER PA
 7 JENNIFER PA
 1 LONGMEADOW WY
 2 LONGMEADOW WY
 3 LONGMEADOW WY
 4 LONGMEADOW WY
 5 LONGMEADOW WY
 6 LONGMEADOW WY
 7 LONGMEADOW WY
 8 LONGMEADOW WY
 9 LONGMEADOW WY
 10 LONGMEADOW WY
 11 LONGMEADOW WY
 12 LONGMEADOW WY
 14 LONGMEADOW WY
 15 LONGMEADOW WY
 16 LONGMEADOW WY
 18 LONGMEADOW WY
 20 LONGMEADOW WY
 22 LONGMEADOW WY
 2 LOOSESTICK WY

4 LOOSESTICK WY
 6 LOOSESTICK WY
 8 LOOSESTICK WY
 10 LOOSESTICK WY
 12 MARSHALL PA
 14 MARSHALL PA
 16 MARSHALL PA
 18 MARSHALL PA
 20 MARSHALL PA
 21 MARSHALL PA
 22 MARSHALL PA
 23 MARSHALL PA
 24 MARSHALL PA
 25 MARSHALL PA
 26 MARSHALL PA
 28 MARSHALL PA
 1 MOSSY LN
 2 MOSSY LN
 3 MOSSY LN
 15 NYLANDER WY
 17 NYLANDER WY
 19 NYLANDER WY
 21 NYLANDER WY
 23 NYLANDER WY
 25 NYLANDER WY
 27 NYLANDER WY
 29 NYLANDER WY
 31 NYLANDER WY
 32 NYLANDER WY
 33 NYLANDER WY
 34 NYLANDER WY
 35 NYLANDER WY
 36 NYLANDER WY
 37 NYLANDER WY
 38 NYLANDER WY
 39 NYLANDER WY
 40 NYLANDER WY
 41 NYLANDER WY
 42 NYLANDER WY
 43 NYLANDER WY
 44 NYLANDER WY
 45 NYLANDER WY
 47 NYLANDER WY
 1 OLD CART PA
 2 OLD CART PA
 3 OLD CART PA
 4 OLD CART PA
 5 OLD CART PA
 1 OLD OREGON TRL
 2 OLD OREGON TRL

3 OLD OREGON TRL
 4 OLD OREGON TRL
 5 OLD OREGON TRL
 1 OXBOW DR
 3 OXBOW DR
 5 OXBOW DR
 7 OXBOW DR
 9 OXBOW DR
 11 OXBOW DR
 3 PALMER LN
 4 PALMER LN
 5 PALMER LN
 6 PALMER LN
 8 PALMER LN
 1 REEVE ST
 3 REEVE ST
 4 REEVE ST
 5 REEVE ST
 6 REEVE ST
 7 REEVE ST
 9 REEVE ST
 11 REEVE ST
 13 REEVE ST
 15 REEVE ST
 17 REEVE ST
 1 SAMANTHA WY
 2 SAMANTHA WY
 3 SAMANTHA WY
 4 SAMANTHA WY
 5 SAMANTHA WY
 6 SAMANTHA WY
 7 SAMANTHA WY
 9 SAMANTHA WY
 11 SAMANTHA WY
 13 SAMANTHA WY
 15 SAMANTHA WY
 17 SAMANTHA WY
 2 SETTLEMENT WY
 4 SETTLEMENT WY
 6 SETTLEMENT WY
 8 SETTLEMENT WY
 10 SETTLEMENT WY
 12 SETTLEMENT WY
 17 SQUIRREL HILL RD
 18 SQUIRREL HILL RD
 21 SQUIRREL HILL RD
 1 SWEETBRIAR WY
 2 SWEETBRIAR WY
 3 SWEETBRIAR WY
 4 SWEETBRIAR WY

5 SWEETBRIAR WY
1 WALNUT ST
2 WALNUT ST
3 WALNUT ST
4 WALNUT ST
5 WALNUT ST
6 WALNUT ST
8 WALNUT ST
9 WALNUT ST

10 WALNUT ST
11 WALNUT ST
12 WALNUT ST
16 WALNUT ST
18 WALNUT ST
1 WHEELWRIGHT LN
2 WHEELWRIGHT LN
3 WHEELWRIGHT LN
4 WHEELWRIGHT LN

6 WHEELWRIGHT LN
1 WHISPERING WA
2 WHISPERING WA
3 WHISPERING WA
4 WHISPERING WA
5 WHISPERING WA
Parcel Count: 318

Two Family

100 ARLINGTON ST
195 ARLINGTON ST
215 ARLINGTON ST
221 ARLINGTON ST
250 ARLINGTON ST
294 ARLINGTON ST
10 CENTRAL ST
37 CENTRAL ST
106 CENTRAL ST
110 CENTRAL ST
114 CENTRAL ST
125 CENTRAL ST
129 CENTRAL ST
137 CENTRAL ST
141 CENTRAL ST
206 CENTRAL ST
240 CENTRAL ST
241 CENTRAL ST
8 CHURCH ST
30 CONCORD RD
3 CRESTWOOD LN
4 CRESTWOOD LN
5 CRESTWOOD LN
4 CROSS ST
34 ELM ST
54 GREAT RD
36 HAMMOND ST
54 HARRIS ST
253 HIGH ST
20 HOMESTEAD ST

24 HOMESTEAD ST
33 HOMESTEAD ST
54 LAWSBROOK RD
39 MAIN ST
102 MAIN ST
132 MAIN ST
420 MAIN ST
437 MAIN ST
487 MAIN ST
815 MAIN ST
14 MAPLE ST
56 MAPLE ST
66 MAPLE ST
71 MAPLE ST
77 MAPLE ST
27 MARTIN ST
531 MASS AV
535 MASS AV
217 NAGOG HILL RD
42 NASHOBA RD
2 PARTRIDGE POND RD
67 PIPER RD
7 PROSPECT ST
34 PROSPECT ST
24 RIVER ST
97 RIVER ST
14 SCHOOL ST
28 SCHOOL ST
43 SCHOOL ST
49 SCHOOL ST

70 SCHOOL ST
174 SCHOOL ST
177 SCHOOL ST
178 SCHOOL ST
181 SCHOOL ST
182 SCHOOL ST
183 SCHOOL ST
185 SCHOOL ST
189 SCHOOL ST
193 SCHOOL ST
194 SCHOOL ST
200 SCHOOL ST
204 SCHOOL ST
205 SCHOOL ST
209 SCHOOL ST
210 SCHOOL ST
211 SCHOOL ST
221 SCHOOL ST
223 SCHOOL ST
280 SCHOOL ST
34 SPRUCE ST
35 SPRUCE ST
39 SPRUCE ST
3 TAYLOR RD
128 WILLOW ST
48 WINDSOR AV
59 WINDSOR AV
Parcel Count: 87

Three Family

219 ARLINGTON ST
278 ARLINGTON ST
21 CENTRAL ST
11 CHADWICK ST
215 GREAT RD
2 HARVARD CT
5 KINSLEY RD
165-167 MAIN ST
552 MASS AV
65 NASHOBA RD
49 PARKER ST
192 PARKER ST
15 PROSPECT ST
12 SCHOOL ST
34 SCHOOL ST
42 SPRUCE ST
51 SPRUCE ST
Parcel Count: 17

Multi-Houses

232 ARLINGTON ST. 2-1 family houses
267 ARLINGTON ST 1-2 family house (1-4 family not included)
53 CENTRAL ST 2-1 family
233 CENTRAL ST 1-1 family 1-2 family
55 CONCORD RD 2-1 family
127 MAIN ST 1-1 family 1-2 family
446 MAIN ST 2-1 family
3 MINUTEMAN RD 2-1 family
298 SCHOOL ST 2-1 family
7 STRAWBERRY HILL RD 1-1 family (1-4 family not included)

Parcel Count: 10

**15 single family
3-2 family**

Mixed Use

35 GREAT ROAD 1-2 family (auto repairs shop use not included)
7 LEDGE ROCK WAY 1-2 family (service shop use not included)
189 MAIN STREET 1-2 family (auto repair shop use not included)
864 MAIN STREET 1-2 family (office use not included)
560-564 MASS AVENUE 1-2 family (Store shop use not included)
585 MASS AVENUE 1-2 family (office use not included)
181 POPE ROAD 2-1 family (stable use not included)
31 POWDER MILL ROAD 1-2 family (office use not included)
QUARRY ROAD END 1-1 family
25-27 SCHOOL STREET 1-3 family (auto repair use not included)
217 SCHOOL STREET 1-2 family (office use not included)

Parcel Count: 11

**2-1 family
8-2 family
1-3 family**

EXHIBIT 6

LIST OF COVERED TOWN BUILDINGS, PROPERTIES, AND FACILITIES

The Proposer shall provide appropriate sized lockable dumpsters and recycling containers to be determined in consultation with the Director of Public Works at the following locations and empty them on the following schedule:

<i>Location</i>	<i>Number of Dumpster or Roll-offs</i>	<i>Collection Schedule</i>
Town Hall/Library	1	Twice/Week Year Round
Waste Water Treatment Plant	1	Once/ Month Year Round
*North Acton Recreation Area	1	Three times/week during summer (MWF) (N.B.: *This is a public swimming area requiring strict attention to sanitary trash collection.)
West Acton Fire Station	1	Once/Week Year Round
South Acton Fire Station	1	Once/Week Year Round
Acton Center Fire Station	1	Once/Week Year Round
Public Safety Building	1	Once/Week Year Round
Woodlawn Cemetery Building	1	Once/Week Year Round
Senior Center	1	Once/Week Year Round
At the Highway Facility		
- Dumpster for trash	1	Once/Week Year Round
- Roll off for scrap metal	1	As Required Year Round
- Roll off for tires	1	As Required Year Round
Windsor Building (Food Pantry)	1	Once/Week Year Round

The Proposer will provide suitable covered barrels that can be chained in place to prevent turnover and theft at the following locations. The barrels shall be emptied 3 times per week. The Proposer shall clean up and remove any trash around the barrels. The barrels shall be sized and placed at locations specified by the Director of Public Works.

<i>Location</i>	<i>Number of Containers</i>	<i>Collection Schedule</i>
North Acton Recreation Area	5	Three times/week Year Round
Great Hill Recreation Area	2	Three times/week Year Round
Arboretum	3	Three times/week Year Round
Woodlawn Field	2	Three times/week Seasonal (taken in during the winter)
Hart Field	1	Three times/week Seasonal (taken in during the winter)
MacPherson Field	1	Three times/week Seasonal (taken in during the winter)
School Street Fields	2	Three times/week Seasonal (taken in during the winter)
Jones Field	2	Three times/week Seasonal (taken in during the winter)
Elm Street Playground	2	Three times/week Seasonal (taken in during the winter)
Gardner Field	2	Three times/week Seasonal (taken in during the winter)
Veterans Field	3	Three times/week Seasonal (taken in during the winter)
Mount Hope Cemetery	2	Three times/week Seasonal (taken in during the winter)
Woodlawn Cemetery	1	Three times/week Seasonal (taken in during the winter)

EXHIBIT 7

LIST OF COVERED TOWN EVENTS

The Proposer will provide additional Solid Waste collection service and provide containers as necessary for up to 15 special Town events. These events may require weekend and holiday service. The Town will give 30 days notice to the Proposer prior to the event. The following list of events is representative of the events where services will be needed. It is subject to changes, additions, deletions etc.

<i>Location</i>	<i>Number of Containers</i>	<i>Collection Schedule</i>
At North Acton Recreation Area		
4 th of July	Empty all containers prior to and after the event. Provide additional dumpster at upper parking lot	Once/Year
Acton Day (September)	Empty existing containers prior to and after event	Once/Year
Earth Day (April)	“	Once/Year
Winter Fest (January/February)	“	Once/Year
At The School Street Fields		
Patriots Day	One large dumpster	Once/Year
At West Acton		
Oktoberfest	Approx 20 containers to be emptied the day of the event	Once/Year
At the Library		
Two Book Sale Days	Empty existing containers before and after the event	Twice/Year
At the Highway Facility		
Town wide Acton Clean Up Days	“	Twice/Year
Hazardous Waste Days	“	Twice/Year

In addition to the above the Proposer shall have containers for rent to private parties who hold functions on municipal properties.

<i>Container</i>	<i>Per day Fee with Disposal</i>
96 Gallon Container	\$
8 Cubic Yard Roll-Off	\$
Other (Please include list)	\$

EXHIBIT 8

SCHEDULE AND SPECIFICATIONS FOR COLLECTION OF LEAVES, YARD WASTE AND CHRISTMAS TREES

Leaf and yard waste collection shall take place weekly on trash day during the following twelve (12) week periods.

- Last 2 weeks of April and the first four weeks of May, and
- Last 2 weeks of October and the first four weeks of November

All leaves and yard waste shall be collected in barrels or containers or paper bags provided by the Proposer. No plastic bags or boxes of any kind will be accepted at the Highway Facility. The Proposer will deliver such waste to the Highway Facility on **Quarry Road** (or other location designated by the Director of Public Works) and unload per the direction of the Director of Public Works or his/her designee.

Tree branches less than 3 feet long and 2-inch thick shall be bundled and tied with string (no wire). The bundles shall be less than 30 inches in diameter and weigh less than 50 lbs. The branches shall be kept separate from the yard waste and leaves and be unloaded per the direction of the Director of Public Works or his/her designee.

Christmas trees will be collected:

- the second week of January on the regular trash day.

Trees must be free of tinsel to be accepted. No other yard wastes will be accepted at the January collection time. The Proposer will deliver the trees to the Quarry Road facility or other designated location.

All deliveries to the Quarry Road facility or other designated location shall be between the hours of 7 am to 3pm, Monday thru Friday.

EXHIBIT 9

PROPOSED TOWN BYLAW

ARTICLE XX

**SOLID WASTE/RECLYABLE MATERIALS COLLECTION
FEES**

(Majority Vote Required)

To see if the Town will vote to amend Chapter H of the Acton Town Bylaws, to provide for the payment of "Solid Waste/Recyclable Materials Collection Fees" as defined herein, by adding the following Sections H.1, H.2 and H.3:

H.1. DEFINITIONS

As used in this Bylaw, the following terms shall have the following meanings:

a. Bulky Item

The term "Bulky Item" shall refer to any large solid waste item a resident puts out with their plastic bags or equivalent containers that are not on the State of Massachusetts' DEP "Waste Ban List." The term shall include such items as a refrigerator, sofa, loveseat, stuffed chair, ottoman, mattress, boxspring, stove, oven, dishwasher, carpet roll, air conditioner, tire, other large furniture items, and other items defined by the Director of Public Works.

b. Commercial Establishments

The term "Commercial Establishments" means any establishment used for commercial (i.e., business or retail) purposes and not for industrial, residential or municipal purposes.

c. Demolition Debris

The term "Demolition Debris" means rubbish from construction, remodeling demolition and repair operations on houses, commercial buildings, and other structures, including but not limited to, excavated earth, stones, brick, plaster, wallboard, lumber, rubble, concrete and waste parts occasioned by demolition, installations and repairs.

d. Director of Public Works

The term "Director of Public Works" means the Director of Public Works of the Town of Acton or his successor in title as head of the Department of Public Works.

e. Garbage

The term "Garbage" means the putrescible waste from handling, processing, storage, sale, preparation, or cooking of food.

f. Industrial Establishments

The term "Industrial Establishments" means any establishment used for industrial purposes and not for commercial, residential or municipal purposes.

g. Industrial Waste

The term "Industrial Waste" means the waste from manufacturing processes, manufacturing operations, food processing plants, slaughter houses and Demolition Debris.

h. Multi-family Residence

The term "Multi-family Residence" means a residential dwelling with up to and including a maximum of three (3) units including without limitation Condominiums, Town Houses, and other Multi-Family residential dwellings.

i. Recyclable Material

The term "Recyclable Material" means all materials included in the Town's curbside recycling program which is generated by a single-family residential dwelling or a Multi-family Residence as defined herein which shall include, but is not limited to:

- Newsprint , magazines, white and colored paper, phone books;
- Cardboard (flattened to 3-ft by 3-ft pieces, tied and bundled);
- Plastic bottles (#1 PET and #2 HDPE plastic containers (clear & colored));
- Aluminum cans and containers and aluminum foil products;
- Ferrous (steel/tin) cans;
- Glass jars and bottles (clear and colored glass);
- Junk mail, office paper, and paperboard (cereal and cracker boxes); and
- Plastics #1 thru #7.

j. Refuse

The term "Refuse" means garbage and rubbish from single-family residences and Multi-family Residences.

k. Rubbish

The term "Rubbish" means all non-putrescible waste such as paper, rags, ashes, mattresses, wastes from minor household repairs, wood, paper sacks, boxes, packing materials, Christmas trees, brush (greater than 1: in diameter) securely tied into bundles with no dimension exceeding 4 feet, and all refuse, from single-family residences and Multi-family Residences. .

l. Solid Waste

The term "Solid Waste" as used herein means putrescible or non-putrescible materials, consisting of all combustible and noncombustible solid wastes including garbage, rubbish, refuse, waste, solid waste, or other broken or rejected matter which is generated by a single-family residential dwelling or a Multi-family Residence as defined herein.

The term "Solid Waste" includes without limitation (i) solid waste as defined under the Massachusetts Solid Waste Management Regulations 310 CMR 19.000 as amended, (ii) construction and demolition materials generated from small household repairs when placed in separate barrels and not commingled with other solid waste, and (iii) bulky items, which are generated by a single-family residential dwelling or a Multi-family Residence as defined herein.

The term "Solid Waste" excludes (i) septage and sewage, (ii) manure, (iii) Demolition Debris, (iv) Industrial Wastes and wastes from Commercial Establishments, (v) items on the State's DEP "waste ban" list, and (vi) used motor oil, car batteries, paint, automobile parts, and other designated unacceptable or hazardous wastes.

m. Solid Waste/Recyclable Materials Collection

The term "Solid Waste/Recyclable Materials Collection" means the services performed by a Solid Waste/Recyclable Materials Collection Contractor pursuant to a Solid Waste/Recyclable Materials Collection Contract with the Town.

n. Solid Waste/Recyclable Materials Collection Contract

The term "Solid Waste/Recyclable Materials Collection Contract" means a contract entered into between the Town of Acton and a Solid Waste/Recyclable Materials Collection Contractor to furnish labor, supervision, services, equipment, transportation, required materials, supplies, insurance and other resources to perform and complete the following Solid Waste/Recyclable Materials services:

- i. Weekly curbside collection, hauling, and disposal of solid wastes from one-, two-, and three-family residences;
 - ii. Weekly curbside collection, hauling and marketing of recyclable materials from one-, two-, and three-family residences; and/or
 - iii. Seasonal curbside collection, hauling, and unloading of leaf and yard waste and Christmas Trees from one-, two-, and three-family residences.
- o. Solid Waste/Recyclable Materials Collection Contractor

The term “Solid Waste/Recyclable Materials Collection Contractor” means a contractor engaged by the Town of Acton to furnish services under a Solid Waste/Recyclable Materials Collection Contract.

- p. Solid Waste/Recyclable Materials Collection Fees

The term “Solid Waste/Recyclable Materials Collection Fees” means the fee charged pursuant to this Bylaw to owners of one-, two-, and three-family residences by the Town’s Solid Waste/Recyclable Materials Collection Contractor for Solid Waste/Recyclable Materials Collection pursuant to a Solid Waste/Recyclable Materials Collection Contract. .

- q. Yard Waste

The term "Yard Waste" shall mean grass clippings, dead flower and vegetable plants, pine needles/cones, hedge clippings, and brush/branches less than one (1) inch in diameter.

H.2. **AUTHORIZATION FOR SOLID WASTE/RECYCLABLE MATERIALS COLLECTION CONTRACT**

The Board of Selectmen is authorized to enter one or more Solid Waste/Recyclable Materials Collection Contract(s) with one or more Solid Waste/Recyclable Materials Collection Contractor(s) on such terms and conditions as the Board determines are appropriate. Such terms and conditions may include a provision authorizing the Solid Waste/Recyclable Materials Collection Contractor to bill and collect Solid Waste/Recyclable Materials Collection Fees directly from landowners receiving Solid Waste/Recyclable Materials Collection services under the contract, according to the fee schedule established by the Board of Selectmen pursuant to this Bylaw.

H.3. **ALLOCATION OF SOLID WASTE/RECYCLABLE MATERIALS COLLECTION FEES.**

After deducting any provision for payment to be made directly by the Town to the Solid Waste/Recyclable Materials Collection Contractor(s) pursuant to Section H.4 of this Bylaw, the entire cost incurred by the Town under a Solid Waste/Recyclable Materials Collection Contract shall be borne by the owners of those properties receiving Solid Waste/Recyclable Materials Collection services under the contract. Annually for each fiscal year pursuant to this Bylaw, the Board of Selectmen shall establish a fee schedule for services received under the Solid Waste/Recyclable Materials Collection Contract. The Solid Waste/Recyclable Materials Collection Fee shall be payable monthly in arrears by the owners of all one-, two-, and three-family residential properties receiving services under the Solid Waste/Recyclable Materials Collection Contract. The monthly Solid Waste/Recyclable Materials Collection Fee shall be calculated on a “pay as you throw” or a “per residential unit” basis pursuant to the formula set forth in section H.4 below. In the latter case, the fee shall be charged as follows:

- (a) Each owner of a single-family residential property shall be charged and shall pay the fee for one residential unit;
- (b) Each owner of two-family residential property shall be charged and shall pay the fee for two residential units; and
- (c) Each owner of three-family residential property shall be charged and shall pay the fee for three residential units.

Vacant land shall not be assessed, unless solid waste pick-up actually occurs at such land.

H.4. FORMULA FOR DETERMINING THE FEE PER RESIDENTIAL UNIT

For each fiscal year, the fee chargeable for a single residential unit under a Solid Waste/Recyclable Materials Collection Contract shall be equal to (a) the total contract cost for the fiscal year (excluding costs for Bulky Items), less any amount that the Town may appropriate for that year to defray Solid Waste/Recyclable Materials Collection costs, less any amount to be paid by the Town under the contract for that year for services pertaining to municipal buildings, properties, and/or events, (b) divided by the total number of residential units covered by the contract. In the alternative, the Board of Selectmen may adopt a “pay as you throw” fee calculated to defray the total contract cost for the fiscal year (excluding costs for Bulky Items), less any amount that the Town may appropriate for that year to defray Solid Waste/Recyclable Materials Collection costs, less any amount to be paid by the Town under the contract for that year for services pertaining to municipal buildings, properties, and/or events.

H.5 FEE FOR BULKY ITEMS

Any person requesting or otherwise causing the Town’s Solid Waste/Recyclable Materials Collection Contractor to pick-up any Bulky Item shall be charged separately

and shall pay a “per bulky item fee” in accordance with the fee schedule established by the Board of Selectmen pursuant to this Bylaw based on the fee set by the Solid Waste/Recyclable Materials Collection Contract for such a Bulky Item.

H.6 **PROHIBITIONS**

It shall be unlawful under this Bylaw for any person, firm or entity to leave for curbside collection by the Town’s Solid Waste/Recyclable Materials Collection Contractor any (i) septage or sewage, (ii) manure, (iii) Demolition Debris, (iv) Industrial Wastes or wastes from any Commercial Establishment, (v) any items on the State's DEP "waste ban" list, and/or (vi) any used motor oil, car batteries, paint, automobile parts, or other hazardous wastes as defined by law. Each violation of this prohibition shall be punishable by a fine of three hundred dollars (\$300.00) per prohibited item per offense. Each day a violation occurs shall constitute a separate offense.

H.7 **MUNICIPAL PROPERTY**

As part of any Solid Waste/Recyclable Materials Contract, the Town may engage the Solid Waste/Recyclable Materials Contractor to collect solid wastes and recyclables from municipal buildings, properties, and/or events, to deliver to solid wastes to the town-owned transfer station, and/or to haul and dispose or market solid wastes and recyclables from municipal buildings, properties, and/or events. Fees for such services shall be charged to and borne by the Town.

H.8 **COLLECTION OF SOLID WASTE/RECYCLABLE MATERIALS** **COLLECTION FEES**

The Town or its authorized Solid Waste/Recyclable Materials Collection Contractor shall be entitled to collect from the owner of any one-, two-, or three-family residential property in any court of competent jurisdiction any fees payable hereunder which are overdue for 90 days or more. The court may in its discretion award double the overdue fees against any such owner found to have wilfully failed to pay such fees after receipt of written notice from the Town or its authorized Solid Waste/Recyclable Materials Collection Contractor. The Solid Waste/Recyclable Materials Collection Contractor may also discontinue collecting Solid Waste/Recyclable Materials and Recyclable Materials from any one-, two-, or three-family residential property for which any fees payable hereunder are overdue for 90 days or more.